TRANSCRIPT OF RECORD.

SUPREME COURT OF THE UNITED STATES.

OCTOBER TERM, 1900.

No. 408.

SUMPTER TURNER, SYNDIC OF M. SCHWARTZ & CO.,
PLAINTIFF IN ERROR,

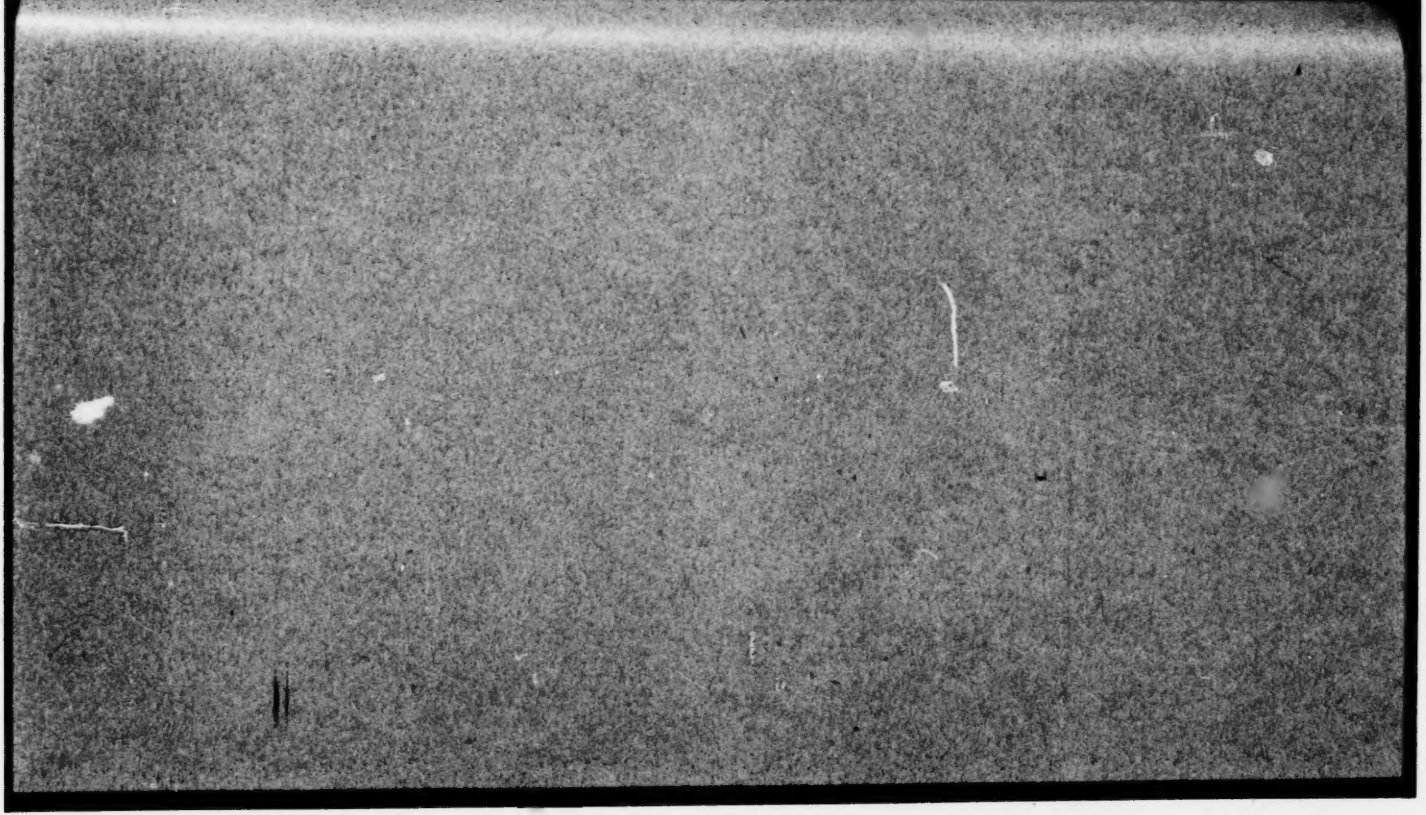
vs.

F. L. RICHARDSON, RECEIVER OF THE AMERICAN
NATIONAL BANK.

IN ERROR TO THE SUPREME COURT OF THE STATE OF LOUISIANA.

FILED AUGUST 31, 1900.

(17,893.)



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a UNITED STATES OF AMERICA:

Supreme Court of the State of Louisiana.

F. L. RICHARDSON, Receiver of the American National Bank, Plaintiff in Error,
vs.
SUMPTER TURNER & EDWARD WEIL, Syndics of M. Schwartz & Co. *et als.*
No. 13204.

Lazarus & Luce, for plaintiffs in error.
Frank L. Richardson, receiver, *in propria persona*, defendant in error.

Writ of error to the supreme court of the State of Louisiana from the Supreme Court of the United States of America returnable at the city of Washington, D. C., within thirty days (30) from the twenty-seventh day of July, A. D. 1900.

Transcript of Record.

1 STATE OF LOUISIANA,
Parish of Orleans, City of New Orleans.

Civil District Court for the Parish of Orleans.

Appeal (suspensive) of Sumpter Turner and Edward Weil, syndics of Moses Schwartz and Company *et als.*, from judgment rendered in the civil district court for the parish of Orleans on May 1st, 1899, and signed on May 5th, 1899.

F. L. RICHARDSON, Receiver of the American Nat'l Bank,
vs.
SUMPTER TURNER & EDWARD WEIL, Syndics of M. Schwartz & Co. *et als.*
No. 55364.

Civil District Court, Parish of Orleans, Division "E."

Petition of F. L. Richardson, receiver of the American national bank, for judgment in the sums of $88,620.16, with legal interest on $64,045.15 from August 5th, 1896, until paid, and on several amount- of notes against Sumpter Turner and Edward Weil, syndics of Moses Schwartz & Company *et als.* Filed January 12th, 1898.

2 To the honorable the civil district court for the parish of Orleans, State of Louisiana:

The petition of Frank L. Richardson, receiver of the American National Bank of New Orleans, La., respectfully represents:

That Sumpter Turner and Edward Weil, both residents of said city of New Orleans, who have been duly elected and qualified and are now acting syndics of M. Schwartz & Company and of Moses

Schwartz and Meyer G. Weil, individually and as members of said insolvent firm, are justly and truly indebted unto your petitioner in the full sum of eighty-eight thousand six hundred and twenty dollars and sixteen cents ($88,620.16), with interest, protest fees, and costs as hereinafter set forth.

Petitioner further shows that in his aforesaid capacity he is the holder and owner of the following-described promissory notes, to wit:

First. A note drawn by said M. Schwartz & Co., dated May 8, '96, due August 9, '96, for..... $500.00
A note drawn by M. Schwartz & Co., dated May 11, '96, due August 12, '96, for..... 375.00
A note drawn by M. Schwartz & Co., dated May 20, '96, due August 21, '96, for..... 525.00
A note drawn by M. Schwartz & Co., dated May 27, '96, due August 28, '96, for..... 400.00
A note drawn by M. Schwartz & Co., dated June 1,
3 '96, due September 2, '96, for..... 400.00
A note drawn by M. Schwartz & Co., dated June 15, '96, due September 10, '96, for..... 525.00
A note drawn by M. Schwartz & Co., dated June 19, '96, due September 20, '96, for..... 650.00
A note drawn by M. Schwartz & Co., dated July 10, '96, due October 11, '96 for..... 450.00
A note drawn by M. Schwartz & Co., dated July 15, '96, due October 16, '96, for..... 450.00
A note drawn by M. Schwartz & Co., dated July 27, '96, due October 28, '96, for..... 300.00

Second. The following promissory notes, drawn by said M. G. Weil to the order of and endorsed by said M. Schwartz & Company, viz:

Note dated	April	22, '96,	due	August	25, '96,	for.....	$2,500.00
"	"	"	25, '96,	"	"	26, '96,	"	2,500.00
"	"	Aug.	3, '96,	"	Sept.	6, '96,	"	2,500.00
"	"	"	3, '96,	"	Oct.	6, '96,	"	2,500.00
"	"	"	5, '96,	"	Nov.	6, '96,	"	2,500.00
"	"	July	27, '96,	"	"	30, '96,	"	2,500.00
"	"	"	28, '96,	"	Dec.	1, '96,	"	2,500.00
"	"	Aug.	3, '96,	"	"	6, '96,	"	2,500.00

Petitioner further shews that all of the said notes drawn by said M. G. Weil and endorsed by said M. Schwartz & Company were duly protested for non-payment at maturity, and notice of
4 protest given.

That, as security for the aforesaid note of $2,500.00, dated August 3rd, 1896, payable September 6th, 1896, certificate No. 19 of the Schwartz Foundry Co., Ltd., of New Orleans, for fifty (50) shares of the capital stock of said company, in the name of M. Schwartz & Company, is pledged, as appears from said certificate and the blank power of attorney thereto attached, which are annexed to said note.

That, as security for the payment of the aforesaid note, dated August 3rd, 1896, payable October 6th, 1896, certificate No. 21, for fifty (50) shares of the said Schwartz Foundry Company, Ltd., stock, in the name of M. Schwartz & Co., is pledged, as appears from said certificate and the blank power of attorney thereto attached, which are annexed to said note.

That, as security for the payment of the aforesaid note, dated August 3rd, 1896, payable November 6th, 1896, certificate No. twenty (20), for fifty (50) shares of the capital stock of the said Schwartz Foundry Co., Ltd., stock, in the name of M. Schwartz & Co., — pledged, as appears from said certificate and the blank power of attorney thereto attached, which are annexed to said note.

That, as security for the payment of the aforesaid note, dated August 3rd, 1896, payable December 6th, 1896, certificate No. 22, for fifty (50) shares of the capital stock of the Schwartz Foundry Co., Ltd., stock, in the name of M. Schwartz & Co., is pledged, as appears from said certificate and the blank power of attorney thereto attached, which are annexed to said note.

Third. That, as appears from the annexed transcript from the
5 books of the said American national bank in account with said M. Schwartz & Company, and also from the pass book of said M. Schwartz & Company in account with said bank, said M. Schwartz & Co. and the individual members of said firm were indebted to said American national bank, on the 6th day of August, 1896, by overdraft, for the full sum of sixty-four thousand and forty-five dollars and sixteen cents ($64,045.16); all of which said overdraft is still due and unpaid and is now owing by the aforesaid syndics of said M. Schwartz & Company and of the members of said firm individually to your petitioner.

That as further security for all of the aforesaid indebtedness on the part of said M. Schwartz & Company and the individual members of said firm to the American national bank said M. Schwartz and Company pledged to said bank:

First. Certificate No. 157 of the People's Slaughter House and Refrigerating Company for twenty (20) shares of stock in said company in the name of said Schwartz & Co.;

Second. Certificate No. 6 of the Crescent City Yarn & Knitting Mills for ten (10) shares of stock in the name of said M. Schwartz & Company;

Third. Twenty (20) bonds, Nos. 397 to 416, inclusive, of the Teche Railroad & Sugar Company, of fifty pounds sterling each, payable at Leicester, England, with 6 % per annum interest, payable semi-annually, dated September, 1893, and

Fourth. Certificate No. 14 for five hundred (500) shares of the capital stock of said Schwartz Foundry Co., Ltd., with a blank power of attorney thereto attached.

6 Petitioner further shows that at or about the dates thereof said American national bank discounted said defendants' demand note of date February 24th, 1896, for seven hundred and fifty ($750.00) dollars, and also a note of said M. G. Weil, endorsed by said M. Schwartz & Co., dated August 3rd, 1896, due November 4th, 1896,

for sixty-five hundred dollars ($6,500.00), which last-mentioned note was secured by a pledge of one hundred (100) shares of the stock of the Schwartz Foundry Company, Ltd., in the name of said M. Schwartz & Co., which notes and security were turned over by said American national bank to J. M. Lewis with other collaterals given to said Lewis by said bank for a loan of about fifty thousand dollars ($50,000.00) borrowed by said bank from said Lewis on the 2nd day of April, 1896, on which said notes said American national bank was bound as endorser to said Lewis, and which notes — now owned by petitioner but are in the possession of said Lewis as pledgee thereof.

Petitioner further shows that at some time prior to the failure of said American national bank said bank discounted the following notes drawn by said M. G. Weil and endorsed by said M. Schwartz & Co., to wit:

A note dated April 23, '96, due August 25, '96.....	$2,500.00
" " May 25, '96, " Sept. 28, '96.....	2,500.00

Which said notes said American national bank endorsed and rediscounted to the National City Bank of New York City, on which notes your petitioner may eventually have the right to recover from the syndic of said Schwartz & Co. *et als.*

7 Petitioner further shows that as the holder of the above-mentioned notes (except the four (4) notes last above mentioned) and as owner of the aforesaid account and overdraft, and as pledgee of all the stock, etc., which were pledged to secure the same, which are all annexed to and made a part of this petition, he is entitled to have his aforesaid claim judicially recognized and enforced; and it is further entitled to have the aforesaid securities sold, after due advertisement and according to law, and the proceeds thereof applied, *pro tanto*, to the extinguishment of petitioner's aforesaid claim.

Petitioner avers amicable demand without avail.

Wherefore petitioner prays that Sumpter Turner and Edward Weil, syndics of M. Schwartz & Company and of Moses Schwartz and Meyer G. Weil, individually and as members of said firm, be cited to appear and answer this petition; that, after due proceedings had, your petitioner may have judgment in his favor and against said syndics for the aforesaid sum of eighty-eight thousand six hundred and twenty dollars and sixteen cents ($88,620.16), with legal interest on sixty-four thousand and forty-five dollars and sixteen cents (64,045.16) from August 5th, 1896, until paid, and on the several amounts of the notes herein sued on, at the rate of 8 % per annum interest, from the dates mentioned in said notes, together with all protest fees and costs.

Petitioner further prays that his rights as pledgee of the securities herein mentioned be recognized, and that the several shares of stock and the bonds mentioned in this petition may be ordered to

8 be sold by Albert Paul, a duly licensed auctioneer of this city, after due advertisement and according to law, and that the

proceeds realized from said sale be applied, *pro tanto*, to the extinguishment of petitioner's aforesaid claim.

Petitioner further prays that all his further rights set forth in said petition be reserved to your petitioner, and that petitioner recover costs and have general relief in the premises.

(Signed) FRANK N. BUTLER, *Attorney.*

Exception of Defendants.

Filed May 12th, 1898.

Civil District Court, Parish of Orleans, Division "E."

F. L. RICHARDSON, Receiver of the American Nat'l Bank,
vs.
SUMPTER TURNER & EDWARD WEIL, Syndics of M. Schwartz & Co. *et als.* } No. 55364.

Defendants except to plaintiff's petition herein on the ground that it is general, vague, and indefinite and does not set forth a good and valid cause of action.

Wherefore defendants pray that plaintiff's suit be dismissed at his costs.

(Signed) LAZARUS, MOORE & LUCE.

9 *Motion of Plaintiff to Fix Exception, and Order of Court Thereon.*

Filed May 20th, 1898, and entered on minutes of same date.

Civil District Court, Parish of Orleans, Division "C."

F. L. RICHARDSON, Receiver of the American Nat'l Bank,
vs.
SUMPTER TURNER & EDWARD WEIL, Syndics of M. Schwartz & Co. *et als.* } No. 55364.

On motion of Frank N. Butler, att'y for plaintiff—

It is ordered that the exception filed herein be set down for trial on Monday, May 23rd, 1898, at 11 o'clock a. m., and that defendants be duly notified.

LAZARUS, M. & LUCE.

Exception Continued to May 30th, 1898.

Extract from Minutes of Division "C."

MONDAY, *May 23rd*, 1898.

Present: Hon. F. A. Monroe, judge.

Civil District Court, Parish of Orleans, Division "C."

F. L. RICHARDSON, Receiver of the American Nat'l Bank,
vs.
SUMPTER TURNER & EDWARD WEIL, Syndics of M. Schwartz & Co. *et als.* } No. 55364.

10 For cause, or by consent of counsel, the exception in this case, fixed for trial on this day, was ordered continued to Monday, May 30th, 1898, at eleven o'clock a. m.

Exception Continued to June 6th, 1898.

Extract from Minutes of Division "C."

MONDAY, *May 30th*, 1898.

Hon. F. A. Monroe, judge.

For want of time the exception in this case fixed for trial on this day was ordered continued to Monday, June 6th, 1898, at eleven o'clock a. m.

Exception of Defendant- Overruled.

Extract from Minutes of Division "C."

MONDAY, *June 6th*, 1898.

Present: Hon. F. A. Monroe, judge.

By consent of counsel in this case—Frank N. Butler, Esq., for plaintiff, and Henry L. Lazarus, Esq., for defendants—it is ordered that the exceptions of the defendants be overruled, at their cost, and they are allowed three days to answer.

Answer of Defendants.

Filed June 6th, 1898.

Civil District Court, Parish of Orleans, Division "C."

F. L. RICHARDSON, Receiver of the American Nat'l Bank,
vs.
11 SUMPTER TURNER & EDWARD WEIL, Syndics of M. Schwartz & Co. *et als.* } No. 55364.

Now into this honorable court come Sumpter Turner and Edward Weil, syndics of the late firm of M. Schwartz & Co., made defendants

herein, and to the petition of F. L. Richardson, receiver of the American national bank, respondents plead the general issue.

Further answering, respondents deny the indebtedness as alleged.

Further answering, respondents say that the certificate No. 14 for 500 shares of the capital stock of the Schwartz Foundry C., Ltd., was pledged by M. Schwartz & Co. to secure the overdraft and not the general indebtedness of said late firm of M. Schwartz & Co., and *represents* call for strict proof of each item of indebtedness claimed, and of the method, manner, and mode in which the same was secured.

Wherefore respondents pray to be hence dismissed with their costs and for general relief.

(Signed) LAZARUS, MOORE & LUCE,
Att'ys for Syndics.

Motion & Affidavit of Plaintiff for a Writ of Subpœna Duces Tecum and Order of Court Thereon and Sheriff's Return.

Filed June 17th, 1898, and entered on minutes of same date.

12 Civil District Court, Parish of Orleans, Division "C."

F. L. RICHARDSON, Receiver of the American Nat'l Bank,
vs.
SUMPTER TURNER and EDW. WEIL, Syndics — M. Schwartz & Co. *et als.* } No. 55364.

On motion of Frank N. Butler, attorney for F. L. Richardson, receiver of the American national bank, and on suggesting to the court that the following books and papers in the possession of the defendants herein are material and important to plaintiff on the trial of this cause, viz:

1st. All stubs of checks and books of stubs of checks showing each check that was drawn by the said M. Schwartz & Co. and each member of said firm on the American National Bank of New Orleans, Louisiana, from January 1st, 1894, to August 6th, 1896, both inclusive;

2nd. All checks that were drawn by said firm or by either member thereof on said bank between and including the above-mentioned dates that were paid by said bank, and that were returned cancelled by said bank to said firm or either member thereof;

3rd. All bank pass books of said bank with said firm or with either member of said firm—

It is ordered that a writ of *subpœna duces tecum* issue herein, directed to said Sumpter Turner and Edw. Weil, syndics of M. Schwartz & Co. *et al.*, commanding them and each of them to produce and have said books and checks in open court on Tuesday, June 21st, 1898, at 11 o'clock a. m., and on every other day this cause
13 may be assigned for trial; and fail not under such penalty as the law authorizes and as this hon. court may direct.

Affidavit.

Frank L. Richardson, being duly sworn, says:

He is the plaintiff in this cause and expects and intends to establish by the books and checks mentioned in the foregoing motion—

1st. That the overdrafts of said M. Schwartz & Co. on the American National Bank of New Orleans amounted on the 6th of August, 1896, to $64,870.16 or thereabouts.

(Signed) F. L. RICHARDSON.

Sworn to and subscribed before me this 16th day of June, A. D. 1898.

[SEAL.] (Signed) MORGAN GURLEY, *Not. Pub.*

Sheriff's Return.

Filed June 21st, 1898.

Received Friday, June 17, 1898, and on the 20th day of June, 1898, served a copy of the within writ of *subpœna duces tecum* on Sumpter Turner and Edward Weil, syndics of M. Schwartz and Company *et al.*, herein named, by personal service on Edward Weil, one of said syndics.

Returned same day.

(Signed) J. ARTHUR BLANC, *D'y Sh'ff.*

Sh'ff's fees, 50c.

14 *Motion of Defendants to Transfer to Division "E."*

Filed June 21st, 1898, and entered on minutes of same date.

Civil District Court, Parish of Orleans, Division "C."

F. L. RICHARDSON, Receiver of the American Nat'l Bank,
vs.
SUMPTER TURNER and EDWARD WEIL, Syndics of M. Schwartz & Co. *et als.*
} No. 55364.

Now comes Sumpter Turner and Edward Weil, syndics of the insolvent firm of M. Schwartz and Co., composed of Moses Schwartz and Michael G. Weil, and here giving the court to be informed and understand that said firm of M. Schwartz & Co., of whom these appearers are syndics, made a surrender under the insolvent laws of the State on the 24th day of December, 1896; that upon the lodgment by them of their said proceedings in insolvency said cause was duly allotted to division "E" of this honorable court, and that the judge presiding in said division has under the constitution and laws exclusive jurisdiction of all proceedings against said insolvents or proceedings affecting the property of said insolvents, and in which the creditors of said insolvents are in any manner interested, and

they make part of this motion the record in the insolvency proceedings of M. Schwartz & Co. *vs.* their creditors.

Appearers further give the court to be informed and understand that — the above numbered and entitled cause pending in this honorable court the property of the insolvents surrendered,
15 as appears by their bil-, an- without prejudice to the right of plaintiff herein, is subject to the insolvency proceedings, and it is to be administered upon and disposed of in said proceedings; that under the law said cause should have been allotted to the division charged with the administration of the insolvency and whose jurisdiction under the constitution is exclusive.

It is ordered that this cause be transferred to division "E" of this court, charged with the jurisdiction and administration of the insolvency of M. Schwartz & Co. *vs.* their creditors, and when so transferred said cause to be proceeded with in accordance with law.

Motion of Plaintiff to Accept Transfer and Put on Call Docket and Order of Court Thereon.

Filed September 28th, 1898, and entered on minutes of same date.

Civil District Court, Parish of Orleans, Division "C."

F. L. RICHARDSON, Receiver of the American Nat'l Bank,
vs.
SUMPTER TURNER and EDWARD WEIL, Syndics of M. Schwartz & Co. *et als.* } No. 55364.

On motion of Frank N. Butler, att'y for plaintiff, and on suggesting to the court that this cause was filed on the 12th of January, 1898, and was in the usual course allotted to division "C" of
16 this honorable court, and, after having been put at issue by defendants, was placed on the summary docket of said court, and on the day assigned for the trial thereof, viz., June 21, 1898, was ordered, a motion of defendants' counsel, transferred to division "E" of this court as the court charged by law with exclusive jurisdiction of this cause—

It is ordered that this cause be entered on the docket of division "E," for the trial of summary causes, for further proceedings as the law authorizes and requires.

F. D. K.
(Signed)

Interrogatories (*Notice*) *of Plaintiff to Defendants to Take Interrogatories under Commission, to be Answered by W. W. Girault, and Sheriff's Return Thereon.*

Issued October 5th, 1898.

STATE OF LOUISIANA:

Civil District Court for the Parish of Orleans.

F. L. RICHARDSON, Receiver of the American Nat'l Bank,
vs.
SUMPTER TURNER and EDWARD WEIL, Syndics of M. Schwartz & Co. *et als.* } No. 55364.

Civil District Court, Parish of Orleans, Division "C."

To Sumpter Turner and Ed. Weil, syndics of M. Schwartz & Co. *et als.*, thro' Messrs. Lazarus, Moore & Luce, their attorneys of record, New Orleans:

Whereas the plaintiff in the above and entitled cause this
17 day filed in the office of the clerk of this court certain interrogatories, a copy of which accompanies this notice, propounded to W. W. Girault, witness for said plaintiff and now residing at Columbus, State of Ohio, whose answers to the said interrogatories are to be taken under commission for that purpose, to be issued and to be read in evidence on the trial of said cause:

You are notified to propound such cross-interrogatories as you may deem necessary and leave the same at this office within three days from the service hereof.

Clerk's office, civil district court, this 5th day of October, 1898.

[SEAL.] (Signed) LOUIS BURTHE, *Dy Clerk.*

Sheriff's Return to Notice of Interrogatories.

Filed October 7th, 1898.

Served on Sumpter Turner and Ed. Weil, syndics of M. Schwartz & Co. *et als.*, thro' Messrs. Lazarus, Moore & Luce, their attorneys of record, New Orleans.

Received Wednesday, Oct. 5th, 1898, and on the 6th day of October, 1898, served a copy of the within notice to cross and accompanying interrogatories on Sumpter Turner and Ed. Weil, syndics of M. Schwartz and Company *et als.*, defendants herein, by personal service on Henry Lazarus, of the firm of Lazarus, Moore & Luce, their attorneys of record.

Returned same day.

(Signed) J. ARTHUR BLANC, *Dy Sh'ff.*

Sh'ff's fees, $1.00.

18 *Commission Issued to E. B. Dillon, at Columbus, Ohio, to Take Depositions of W. W. Girault.*

Issued October 11th, 1898.

Civil District Court for the Parish of Orleans.

The State of Louisiana to E. B. Dillon, Esq., No. 119½ S. High street, Columbus, Ohio—No. 55364—Greeting:

Know ye that we, reposing confidence in your prudence and fidelity, do by these presents give unto you authority diligently to examine all witnesses whatever, as well on the part of the plaintiff as of the defendant-, in a certain suit now pending in the civil district court for the parish of Orleans, wherein F. L. Richardson, receiver American National Bank of N. O., La., is plaintiff and Sumpter Turner and Edward Weil, syndics of M. Schwartz & Co. *et als.*, are defendants:

[On the margin:] Witness: W. W. Girault, Columbus, Ohio.

Therefore we desire you that, at certain times and places by you to be appointed for that purpose, you cause the said witness- to come before you; that you then and there examine them apart, upon their respective corporal oaths, first taken before you upon the Holy
19 Evangelists; that you reduce their examination to writing and cause the witnesses to sign the same, and when you shall so have taken them that you send the same, with this commission, closed up under your seal, to us, in our civil district court, in the city of New Orleans, without delay.

Witness the Honorable Geo. H. Theard, judge of said court, this 11th day of October, in the year of our Lord one thousand
[SEAL.] eight hundred and ninety-eight, and in the 123rd year of the Independence of the United States.

(Signed) LOUIS BURTHE,
Deputy Clerk.

Interrogatories to be Propounded to W. W. Girault.

Filed October 5th, 1898.

Civil District Court, Parish of Orleans, Division "E."

F. L. RICHARDSON, Receiver of the American Nat'l Bank
vs.
SUMPTER TURNER and EDWARD WEIL, Syndics of M. Schwartz & Co. *et als.*
No. 55364.

Interrogatories to be propounded to W. W. Girault, now in Columbus, State of Ohio, the answers to which, when received, are to be read in evidence on the trial of this cause on behalf of plaintiff.

20 Interrogatory 1. What is your name and age? What connection, if any, did you have with the American National

Bank of New Orleans on the 5th of August, 1896, and for what length of time had you been connected with said bank in that capacity?

Interrogatory 2. State whether or not the late firm of M. Schwartz & Co., of New Orleans, Louisiana, had been doing business with said American national bank during the years 1895 and 1896.

Was said firm a debtor to or a creditor of said bank at the time of its failure, on the 5th of August, 1896? If then a debtor to said bank, state in what amount, as near as you can; also what evidences of debt were then held by said bank that it had received from said M. Schwartz & Co.

What collatera-, if any, were given by said M. Schwartz & Co. or by any member of said firm to said bank to secure said indebtedness? and state whether said bank held said collaterals as security for the overdraft of said M. Schwartz & Co. merely or for the overdraft and the notes which it received from said firm; also—

What number of shares of stock of the Schwartz Foundry Company, Limited, were pledged to said bank to secure the indebtedness of said M. Schwartz & Co. to said bank? By whom were said shares of stock pledged to the American national bank? Who turned over said stock in pledge to said bank? Who received the same for account of said bank? What was said about the pledging of said stock at that time?

General interrogatory. State any other fact or circumstance within your knowledge showing or tending to show the purpose for which said eight hundred shares of the capital stock of the Schwartz Foundry Company, Limited, were in the possession of the
21 American National Bank of New Orleans at the time of its failure, and also showing the conditions under which said stock came into the possession of said bank, as fully and particularly as if you had been specially interrogated in relation thereto.

(Signed) FRANK N. BUTLER,
Attorney for Plaintiff.

STATE OF LOUISIANA,)
City of New Orleans.)

Frank N. Butler, being duly sworn, says that F. L. Richardson, receiver of the American national bank, is absent from the State of Louisiana; that deponent is his attorney-at-law and authorized to represent him herein; that said W. W. Girault is also absent from the State, and deponent verily believes that his answers to the foregoing interrogatories are material & impartial to said plaintiff on the trial of this cause.

(Signed) FRANK N. BUTLER.

Subscribed & sworn to before me this 4th day of October, 1898.

[SEAL.] (Signed) FRANK N. BUTLER, JR., *Not. Pub.*

Cross-interrogatories Propounded to W. W. Girault by Syndics.

Filed October 10th, 1898.

Civil District Court, Parish of Orleans, Division "E."

F. L. RICHARDSON, Receiver of the American Nat'l Bank,
vs.
SUMPTER TURNER and EDWARD WEIL, Syndics of M. Schwartz & Co. *et als.* } No. 55364.

22 Reserving all *obligations* to the questions propounded, and with full reservation of the right to strike out so much of the answers to the questions propounded as are impertinent, irrelevant, or illegal, defendants Sumpter Turner and Edward Weil, syndics, propound to W. W. Girault the following cross-interrogatories:

1. If, in answer to the direct interrogatories, you state that the American national bank held $80,000 of the capital stock of the Schwartz Foundry Co., Ltd., is it not true that thirty thousand dollars of said stock was given to the American national bank by the late firm of M. Schwartz & Co. as collateral security to the notes issued by them and discounted by the bank, amounting to sixteen thousand five hundred dollars, the proceeds of which notes when discounted were placed to the credit of M. Schwartz & Co.?

2. Is it not also true that fifty thousand dollars of the said stock, as aforesaid, was held by the bank as collateral security to the overdraft of M. Schwartz & Co. and not as security to their general indebtedness, evidenced by notes and other obligations other than the overdraft?

(Signed) LAZARUS, MOORE & LUCE,
Att'ys for Syndics.

N. O., Oct. 10, '98.

23 *Answer of W. W. Girault to Interrogatories.*

Filed October 10th, 1898.

Civil District Court, Parish of Orleans, Division "E."

F. L. RICHARDSON, Receiver of the American Nat'l Bank,
vs.
SUMPTER TURNER & EDWARD WEIL, Syndics of M. Schwartz & Co. *et als.* } No. 55364.

OCTOBER 13TH, 1898.

THE STATE OF OHIO, }
Franklin Co., } *ss:*

I, E. B. Dillon, duly appointed as commissioner in foregoing cause, do certify that W. W. Girault, having been first duly cautioned and sworn on the Holy Evangelists, and as per the annexed order of said court, did testify as follows, to wit:

Answers to Interrogatories.

Answer to 1st interrogatory. My name is Walter William Girault. I am 38 years of age. On Aug. 5, 1896, I was vice-president and acting cashier of the American National Bank of New Orleans, La., having been such officer from Jan. 15, 189–, and cashier from March to Jan. 15, 1896.

Answer to 2nd interrogatory. Yes; the firm of M. Schwartz & Co. had been doing business with said bank during the years 1895 and 1896. Said firm on August 5, 1896, was a debtor to said bank. As near as I can state at this time, said firm owed said bank on that date between seventy-five thousand ($75,000.00) and one hundred thou-
24 sand ($100,000.00) dollars evidenced by overdraft, notes of said firm, and other commercial paper. As collateral the bank held 800 shares of the capital stock of the Schwartz Foundry Co., Ltd.; also bonds of the Teche Railroad Co. (this is all I can recall). All of the railroad bonds and part of the foundry stock was held to secure any paper the bank discounted for the firm. The balance of the foundry stock was held to secure whatever overdraft was allowed the firm. Said shares of stock was thus pledged by the firm of M. Schwartz & Co. I don't remember whether it was Mr. Schwartz or Mr. Weil who turned it over, but think it was Mr. Schwartz. I received the same for account of the bank. The usual conversation in such matters took place between us, and the stock was pledged as above stated.

Answer to general interrogatory. The above-mentioned collateral security was deposited to secure the indebtedness of M. Schwartz & Co. as stated above. Paper of M. G. Weil, endorsed "M. Schwartz & Co.," aggregating some twelve thousand and five hundred ($12,500.00) or fifteen thousand ($15,000.00) dollars, is not secured by above-mentioned collateral.

Answer- to Cross-interrogatories.

Answer to 1st cross-interrogatory. Yes.
Answer to 2nd cross-interrogatory. Yes.

And further the witness sayeth not.
(Signed) W. W. GIRAULT.

THE STATE OF OHIO, }
Franklin Co., Ohio. }

Sworn to before me upon the Holy Evangelists and signed
25 in my presence this thirteenth day of October, A. D. 1898.
[SEAL.] (Signed) E. B. DILLON,
Commissioner Aforesaid and Notary Public,
Franklin Co., Ohio.

I further certify that on said October 20, 1898, I caused said witness, W. W. Girault, to come before me; that I then and there examined him on his corporal oath, first taken before me on the Holy

Evangelists; that I reduced his examination to writing and caused him to sign the same as shown above.

Witness my hand and seal this October 13th, 1898.

(Signed) E. B. DILLON,
[SEAL.] *Commissioner Aforesaid, etc.*

Fees & expenses, $4.85.

Motion of Plaintiff for Commission to Take Testimony of W. W. Girault.

Filed October 11th, 1898, and entered on minutes of same date.

Civil District Court, Parish of Orleans, Division "E."

F. L. RICHARDSON, Receiver of the American Nat'l Bank,
vs.
SUMPTER TURNER and EDWARD WEIL, Syndics of M. Schwartz & Co. *et als.* } No. 55364.

On motion of Frank N. Butler, attorney for plaintiff—

26 It is ordered that a commission issue, directed to E. B. Dillon, Esq., # 119½ S. High street, Columbus, Ohio, authorizing him to take the depositions of W. W. Girault in said city in answer to the interrogatories and cross-interrogatories herein propounded to him, and to make due return of said commission within 15 days from the date of said commission.

Rule of Plaintiff to Read Depositions of W. W. Girault, Taken under Commission, and Sheriff's Return Thereon.

Filed October 24th, 1898, and entered on minutes of same date.

Civil District Court, Parish of Orleans, Division "E."

F. L. RICHARDSON, Receiver of the American Nat'l Bank,
vs.
SUMPTER TURNER and EDWARD WEIL, Syndics of M. Schwartz & Co. *et als.* } No. 55364.

On motion of Frank N. Butler, att'y for plaintiff, and on suggesting the return of the commission herein issued on the 11th of October 1898—

It is ordered that defendants show cause on Wednesday, October 26th, 1898, at 11 o'clock a. m., why the testimony of W. W. Girault, taken under said commission, should not be read in evidence on the trial of this cause.

Sheriff's Return.

Filed October 27th, 1898.

27 Received Monday, Oct. 24, 1898, and on the 25th day of October, 1898, served a copy of the within rule on Sumpter

Turner and Edward Weil, syndics, defendants herein, by personal service on Edward Weil, one of said syndics.

Returned same day.

(Signed) JOHN W. MONTAMAT, *Dy Sh'ff.*

Sh'ff's fees, 50c.

Motion of Plaintiff for Subpœna Duces Tecum, Affidavit, and Order of Court Thereon and Sheriff's Return.

Filed October 24th, 1898, and entered on minutes of same date.

Civil District Court, Parish of Orleans, Division "E."

F. L. RICHARDSON, Receiver of the American Nat'l Bank,
vs.
SUMPTER TURNER and EDWARD WEIL, Syndics of M. Schwartz & Co. *et als.*
No. 55364.

On motion of Frank N. Butler, attorney for F. L. Richardson, receiver of the American national bank, and on suggesting to the court that the following books and papers in the possession of the defendant herein are material and important to plaintiff on the trial of this cause, viz:

1st. All stubs of checks and books of stubs of checks showing each check that was drawn by the said M. Schwartz & Co. and each member of said firm on the American National Bank of New Orleans, Louisiana, from January 1st, 1894, to August 6th, 1896, both inclusive;

2nd. All checks that were drawn by said firm or by either member thereof on said bank between and including the above-mentioned dates that were paid by said bank, and that were returned cancelled by said bank to said firm or either member thereof;

3rd. All bank pass books of said bank with said firm or with either member of said firm—

It is ordered that a writ of *subpœna duces tecum* issue herein, directed to said Sumpter Turner and Edw. Weil, syndics of M. Schwartz & Co. *et al.*, commanding them and each of them to produce and have said books and checks in open court on Wednesday, Oct. 26th, 1898, at 11 o'clock a. m., and on every other day this cause may be assigned for trial; and fail not under penalty as the law authorizes and as this hon. court may direct.

Affidavit.

Frank L. Richardson, being duly sworn, says he is the plaintiff in this cause and expects and intends to establish by the books and checks mentioned in the foregoing motion:

1st. That the overdrafts of said M. Schwartz & Co. on the American National Bank of New Orleans amounted on the 6th of August, 1896, to $64,870.16 or thereabouts.

Sworn to and subscribed before me this 24th day of June, A. D. 1898.

(Signed) F. L. RICHARDSON.

29 [SEAL.] (Signed) W. MORGAN GURLEY, *Not. Pub.*

Sheriff's Return on Writ.

Filed October 27th, 1898.

Received Monday, Oct. 24, 1898, and on the 25th day of October, 1898, served a copy of the within writ of *subpœna duces tecum* on Sumpter Turner and Edward Weil, syndics, defendants herein named, by personal service on Edward Weil, one of said syndics.

Returned same day.

(Signed) JOHN W. MONTAMAT,
Dy Sheriff.

Sh'ff's fees, 50c.

Rule of Plaintiff to Read Deposition of W. W. Girault Made Absolute.

Extract from Minutes of Division "E."

WEDNESDAY, *October 26th*, 1898.

Present: Hon. Geo. H. Theard, judge.

Civil District Court, Parish of Orleans, Division "E."

F. L. RICHARDSON, Receiver of the American Nat'l Bank.
vs.
SUMPTER TURNER and EDWARD WEIL, Syndics of M. Schwartz & Co. *et als.*
No. 55364.

30 The rule herein taken by plaintiff on October 24th, 1898, to read depositions came on this day for trial—present, F. N. Butler, Esq., for plaintiff in rule; Messrs. Lazarus, Moore & Luce, for defendants in rule—and, after hearing pleadings and counsel, and for the reasons orally assigned by the court—

It is ordered that the said rule be made absolute, ordering that plaintiff in suit, F. L. Richardson, receiver of the American national bank, be permitted to read in evidence on the trial of this cause the depositions of W. W. Girault herein, taken under commission.

Civil District Court, Parish of Orleans, Div. "E."

F. L. RICHARDSON, Receiver of the American National Bank.
vs.
SUMPTER TURNER ET ALS.
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31 Chas. P. Lanusse (recalled)..... (53)
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Civil District Court, Parish of Orleans, Div. "E."

F. L. RICHARDSON, Receiver of the American National Bank,
vs.
SUMPTER TURNER ET ALS. } No. 55364.

Testimony for plaintiff in above entitled and numbered cause, taken in open court this 26th day of October, A. D. 1898, before Hon. George H. Theard, judge.

Present: F. N. Butler, Esq., for plaintiff; Messrs. Lazarus, Moore & Luce, for def't.

Plaintiff's counsel offers, introduces, and asks to be filed in evidence testimony of W. W. Girault, taken under commission in Columbus, Ohio.

In answer to the rule taken by plaintiff to show cause why the deposition of W. W. Girault, taken before E. B. Dillon, under an order of this court, should not be filed in evidence, the defendants urge the following objections to the admissibility of the deposition, of the return and procès verbal of the said commissioner.

32 1st. That the order of the court is addressed to E. B. Dillon, in the State of Ohio, without being addressed to him or designating him in or as having any official capacity in the State of Ohio or being authorized to administer oaths or take depositions.

2nd. That the commission is addressed in the same way; that this court is without authority to issue commission to an individual in this State or another State, which individual is not qualified with the authority to administer oaths, and thus by its order clothe such individual with authority to administer oaths and to take depositions.

3rd. That the jurat to the order is signed by E. B. Dillon, as commissioner aforesaid and notary public; that the return is signed by "commissioner aforesaid, etc.;" that the notice required by law to establish the official capacity of the notary is not annexed and made part of the commission, and his official capacity as a notary is not established.

4th. That the commission is otherwise irregular in several respects; that the return does not show whether the answers of the witness to the interrogatories were reduced to writing, and that, so far as the return is concerned, the answers may have been given orally, and the alleged officer may have written them out from recollection and subsequently had them signed by the witness.

That the jurat and return is signed as being made on October 13th, 1898, and the return declares that the witness appeared before the alleged officer on the 20th of October, 1898.

That the answers of the witness to the interrogatories and the
33 caption and return are written in different ink, which evidently goes to show that the answers were not taken down and reduced to writing by the alleged officer at the same time that the party signed the oath or that the evidence was taken.

By the COURT: The date at the end of the return as well as the date in the caption appear to have been erased, and the date—October 20th—seems to have been put there at the time of the execution. It may have been that the date was a clerical error, but it seems to have been repeated. I am not inclined to maintain the objection to the admissibility of the deposition. Article 425 of the Code clearly applies to commissions issued to examine witnesses residing outside the parish, but within the State, and article 37 applies to commissions issued for the examination of witnesses residing out of the State. The commission under the latter article issued to any person residing at the place where the witnesses live contains sufficient authority for the party designated in the commission to act as commissioner and confers upon him the power to administer oaths—that is, sufficient legislative mandate to that effect. As to the objections urged against the execution of the commission, it appears to me upon close inspection that the date of October 20, appearing in the return, is a clerical error, and that it is sufficiently apparent from the terms of the return that the answers of the witness were reduced to writing by the commissioner after he had been examined on the 13th of October. There is no law that I have been referred to which requires that the writing of the return and the taking of the deposition of the witness shall be made at one and the same time.

I overrule the objections.

34 To which ruling of the court defendants, through their counsel, except, and in support of their exception repeat objections which were made to the rule take- to admit the deposition and reserve this note in lieu of a formal bill.

Counsel for plaintiff offers, introduces, and asks to be filed in evidence each and all of the ten promissory notes described in plaintiff's petition, drawn by M. Schwartz & Company, the signatures to which notes are admitted.

Also eight promissory notes described in the petition herein, drawn by M. G. Weil and endorsed by M. Schwartz & Co., for the sum of $2,500.00 each, the signatures to which are admitted by counsel for defendants.

Also several protests and notices of protest of the last-mentioned eight notes of M. G. Weil & Co.

Also offers, introduces, and asks to be filed in evidence the following certificates of stock of the Schwartz Foundry Co., Ltd., to wit:

Certificate 22, for fifty shares in the name of M. Schwartz & Co., together with the power of attorney thereto attached, which said certificate and power of attorney are attached to a certain note, dated August 3rd, 1896, drawn by M. G. Weil, at four months after

date, to the order of M. Schwartz & Co., for $2,500.00, with interest as stated therein, the signature to which said certificate and power of attorney are admitted by counsel for defendant.

Certificate No. 20, issued by the Schwartz Foundry Co., Limited, of New Orleans, for 50 shares of stock, to M. Schwartz & Co., dated August 3rd, 1896, together with the blank power of attorney
35 annexed to said certificate, and which said certificate and power of attorney are attached to a certain other note of said M. G. Weil, of date August 3rd, 1896, for $2,500, payable three months after date, to the order of M. Schwartz & Co., with interest as stated in said note, endorsed in blank by M. Schwartz & Co., the signatures to which certificate and power of attorney are admitted by counsel for defendants herein.

Also certificate No. 19, issued by the Schwartz Foundry Co., Ltd., for 50 shares of stock, to M. Schwartz & Co., of date August 3rd, 1896, and the blank power of attorney annexed thereto, signed by M. Schwartz & Co., which said certificate and power of attorney are annexed to a certain other note of said M. G. Weil, dated August 3rd, 1896, for $2,500.00, payable one month after date, to the order of M. Schwartz & Co., and by them endorsed, the signatures — which said powers of attorney and stock certificate are admitted by counsel for defendants herein.

Also a certain other note of said M. G. Weil, dated August 3rd, 1896, for $2,500, payable two months after date, to the order of M. Schwartz & Co., and endorsed by them, together with certificate No. 21, for 50 shares of stock in the Schwartz Foundry Co., Ltd., dated August 3rd, 1896, issued to M. Schwartz & Co., and the power of attorney thereto annexed, and it is admitted that the signatures to said note are genuine.

Also offers, introduces, and asks to be filed in evidence certificate No. 14, issued by the Schwartz Foundry Co., Ltd. to M. Schwartz & Co., for 500 shares of stock in said company, dated 16th June,
36 1896, with the blank power of attorney thereto attached, and it is admitted that the signature to said power of attorney and certificate of stock are genuine.

Also certificate for 10 shares of the stock of the Crescent Yarn & Knitting Mills, dated April 2, 1890, to M. Schwartz & Co., ten shares of the capital stock of said company, and the blank power of attorney signed by M. Schwartz, attached to said certificate. It is admitted that the signature to said power of attorney is genuine.

Also offers, introduces, and asks to be filed in evidence certificate 157, for 20 shares of the City Slaughter House & Refrigerating Co., Ltd., issued to M. Schwartz February 7th, 1894, and blank power of attorney thereto attached, signed by M. Schwartz. It is admitted that Mr. Schwartz's signature to said power of attorney is genuine.

Also offers, introduces, and asks to be filed in evidence the bonds of the Teche Railroad & Sugar Company described in the petition of plaintiff under the Nos. 397 to 416, both inclusive, said bonds being filed with the petition.

H. W. SPEAR, being sworn, testifies in behalf of plaintiff.

Direct examination by Mr. BUTLER:

Q. Have you any connection with the receivership of the American national bank?

A. Yes, sir; I am clerk of the receiver of the American national bank; his book-keeper and clerk.

Q. In your capacity as such clerk and book-keeper have you or not been in possession of the pass book of M. Schwartz & Co. with the American national bank?

A. I have; yes, sir.

37 Q. Will you produce the last pass book that firm had in said bank?

Witness produces a book.

Counsel for defendants asks counsel for plaintiff the object of the offer; to which counsel for plaintiff replies that it is for the purpose of proving the correctness of the overdraft.

Objected to by counsel for defendants upon the ground that until it is established that it is the book of Schwartz & Co., and that the entries in that book were made with their knowledge and with their consent, the evidence is not relevant.

Counsel for plaintiff offers the book in evidence.

Counsel for defendants renews the objection, and further objects that the proper foundation for the introduction of the book has not been laid; that it must be shown to be the book of M. Schwartz & Co., and that the entries in said book were made with their knowledge.

By the COURT: The witness has testified that that was the pass book of M. Schwartz & Co.

Counsel for defendants asks the privilege of cross-examining the witness with reference to that statement and to ascertain whether he knows as a fact that this is the pass book of M. Schwartz & Co.

By the COURT: I will accord you that privilege.

Cross-examination by Judge LAZARUS:

Q. Were you connected with the American national bank

38 during its existence as a banking institution in this city?

A. I was not.

Q. When did your connection with the receiver first begin?

A. It began about the 1st of October, when I went with the bank in the capacity of a collector for about a month, and then afterwards it began on the 15th day of May of last year.

Q. Of 1897?

A. 1897.

Q. The bank failed in August, 1896?

A. 1896.

Q. And you never were in the bank's employ?

A. I was in the bank's employ, as I tell you, for a month after the failure of that bank.

Q. After the failure?

A. Yes, sir; after the failure. The bank failed in August, 1896, and I went in its employ in October, 1896.

Q. Do you know in whose handwriting these different entries upon this book which you have produced here as the book of M. Schwartz & Co.—in whose handwriting those entries are?

A. I couldn't say in whose handwriting they are.

Q. Did Mr. Schwartz ever state to you at any time that this book was his pass book?

A. I have never asked Mr. Schwartz any questions with reference to that pass book, sir.

Q. Did you ever have any conversation at all with Mr. Schwartz or with Mr. Weil with reference to this book?

A. Never.

39 Q. If the name of M. Schwartz & Co. had not been printed on the back of this book, would you have known it was the pass book of M. Schwartz & Co.?

A. After an examination of the inside and the entries I would have known it; yes, sir.

Q. By comparison?

A. Yes, sir.

Q. That is, assuming the books of the bank recorded the dealings between M. Schwartz & Co. and itself, honestly?

A. Assuming what, did you say?

Q. That the record of the business between Schwartz & Co. and the bank was honestly reported?

A. Yes, sir; it was assuming that.

Q. You have no personal knowledge whose pass book this is?

A. No personal knowledge; no.

Q. Have you any knowledge as to who made the entries in the bank's books?

A. I have not.

Q. Did Schwartz ever admit the correctness of these entries?

A. I don't know. I have never had any connection with Schwartz or Weil, either, with regard to that book.

By Mr. BUTLER:

Q. Where did you find this book?

A. Found that in the possession of the American national bank when I came in.

Q. Who had it?

A. Mr. Thomas Roach.

Q. It was turned over to you among the archives of the bank?

40 A. Yes, sir; among the archives of the bank.

Q. As the book-keeper and office keeper of the receiver?

A. Yes, sir.

Q. And that is the way it was in your possession?

A. Yes, sir.

Counsel for plaintiff now repeats the offer of the pass book.

By the COURT: I do not think that you have laid the proper foundation for the introduction of that book.

(Whereupon the witness is withdrawn for the present.)

Mr. GEORGE W. SOUGERON, being sworn, testifies in behalf of plaintiff.

Direct examination by Mr. BUTLER:

Q. Were you connected with the American national bank in any capacity at the time of its failure?
A. Yes, sir.
Q. What was your position there?
A. Acting teller.
Q. Acting teller?
A. Yes, sir.
Q. Did you ever have anything to do with Mr. Moses Schwartz or Meyer Weil while you were connected with the bank?
A. Not with Mr. Weil.
Q. What?
A. Not with Mr. Weil.
41 Q. With Mr. Schwartz?
A. With his checks; yes, sir.
Q. Did you ever see the pass book of Mr. Schwartz with the bank? You say you had to do with checks. Did you ever see his pass book?
A. Yes, sir; I was the receiving teller, you know, but only acting as teller.
Q. Will you look at this pass book and see what it is?
A. This is his deposit book.
Q. Whose?
A. Mr. Schwartz's deposit book.
Q. Whose is it? Look at it and see.
A. M. Schwartz & Co.'s.
Q. M. Schwartz & Co.'s deposit book with what bank?
A. With the American national bank.
Q. Do you know anything about that book; did you ever see that book before?
A. Yes, sir.
Q. You know that book to be the deposit book of M. Schwartz & Co. with the American national bank?
A. Yes, sir.

Cross-examination by Judge LAZARUS:

Q. Do you recall when you last had this book in your possession or subject to your inspection prior to this morning?
A. No, sir.
Q. You were the receiving teller?
A. Yes, sir; I was—my regular position was receiving
42 teller, but I was only acting teller for three days on account of the absence of the teller for his health.
Q. Will you look at this book and state whether or not when you last had it in your possession in August, 1896, just prior to the failure of the bank, whether all the entries on the book as they now appear were then in this book?

A. Let me see—before the failure of the bank if all this writing in here was there?

Q. Yes.

A. That is the book-keeper's business.

Q. Will you look at the debit side?

A. Yes, sir; up to there I remember.

Q. Up to August 3rd you remember?

A. Yes, sir; because that is mine.

By Mr. BUTLER

Q. That is your handwriting up to August 3rd?

A. July 31st; all this is discount and——

By Judge LAZARUS:

Q. After August 1st on debit side of the pass book?

A. In different writing; discount clerk's; you see the discount.

Q. Do you know when these entries were made?

A. No, sir; I don't know more than what you ask me here; that is all.

Q. July 30 and 31st?

A. Those are my handwriting.

Q. Do you know whose handwriting is on the credit side where the checks are charged?

A. Mine.

43 Q. Is that your handwriting?

A. My figures.

Q. Those are all your figures?

A. Yes, sir.

Q. All these are your figures (counsel turns over pages)?

A. Yes, sir.

Q. All the check entries are in your handwriting?

A. Yes, sir.

Q. When did you make them, after the bank failed?

A. I think so; I am not sure.

Q. Just refresh your memory. Do you know all the entries there—the check entries—charges of checks were made subsequent to the bank's failure?

A. You can see from the balance. Is all this one balance?

Q. One balance.

A. All this?

Q. Yes.

A. I think it was made—the book-keeper could tell you better than I can—afterwards; I think it was afterwards.

Q. How long after the failure were you requested to charge up these checks in the Schwartz pass book?

A. The bank examiner asked to have the books balance-.

Q. The bank examiner made that request of you?

A. Yes, sir; he asked me to help the book-keeper, and I helped him in entering these checks. It must have been before; I couldn't swear to that; I wouldn't want to swear to something which I don't remember; I know it was my figures; yes, sir.

44 Q. Did you ever enter checks on the pass book of Schwartz prior to the failure, or was that done by the book-keeper?

A. I would enter the checks and the book-keeper would close the book—balance the book.

Q. When was the last time, prior to August 6th, that the Schwartz account was balanced?

A. I don't know where is the last balance.

Q. The last balance was May 20th, wasn't it?

A. This is shown from May 20th on.

Q. Do you know whether Schwartz ever obtained possession of this book? Do you know whether this book ever went back into Schwartz's possession, or was at any time subject to his inspection after the 6th day of August, 1896, when the bank failed?

A. I don't know who had it; I think it staid in the bank.

Q. What?

A. I believe it remained in the bank.

Q. Did you ever show it to Schwartz?

A. No; not me.

Q. Did you ever show him any of these check entries?

A. Never; didn't show him anything after the bank failed, that I know.

By Mr. BUTLER:

Q. What is in this book on the left hand—it would indicate what?

A. Deposits, sir.

Q. And discounts?

A. Discounts, exchange, etc.

45 Q. That would mean what—whose deposits, M. Schwartz's & Co. deposits?

A. Yes, sir.

Q. In the bank?

A. Yes, sir.

Q. Beginning at the top of the first page, under the entry of date May 20th, to balance, $2,637.50?

A. I didn't write that.

Q. I asked you what it means?

A. That means a balance.

Q. Balance what—in his favor or against him?

A. In his favor.

Q. An overdraft or what?

A. No; a balance in his favor.

Q. Are you sure of that?

A. It was against him—yes; I beg your pardon.

Q. You say you made all the entries in that book subsequent to that date on both sides of the account?

A. On both sides of the account.

Q. Down to and including the 31st of July?

A. I don't say all that, Mr. Butler, understand me well. I didn't say all that is on one page; I say deposits only.

Q. Deposits only?

A. Only; the other things I have got nothing to do with.

Q. Not the discounts?
A. Not the discounts.
Q. But deposits, you made them all; they are all in your
46 handwriting, only just deposits?
A. Yes, sir; and there is even deposits in here which are not entered by me, because this is not mine. This is mine and this is mine, because sometimes I am not the only one that receives; another gentleman would sometimes enter it; would get at the window and receive deposits when I would be changed. I can't see anything that is wrong, but I am telling you all these figures on this page are not mine.
Q. They are not all of them yours?
A. No.
Q. Many of them are?
A. Yes, sir.
Q. How many?
A. Eighteen of them on this page are mine.
Q. There are a good many pages. Look from the beginning to the close and state whether or not——
A. All of these pages are mine except discount.
Q. All of the first page?
A. Yes, sir.
Q. Then on the second page?
A. That is the checks.
Q. The checks are all in your handwriting?
A. The checks are all in my handwriting; yes, sir.
Q. On the third page?
A. You see this ain't mine; all the deposits are mine. This is mine.
Q. I want you to tell me how many there are on that third page that are not in your handwriting.
A. You want I tell you what are in mine.
47 Q. Yes; that is the best way.
A. 14 of them on this page are mine.
Q. How many on the 4th page?
A. All mine.
Q. How many on the fifth page are yours?
A. Sixteen on this page are mine.
Q. On the 6th page?
A. All mine.
Q. On the 7th page?
A. Nineteen on that page are mine.
Q. On the eighth?
A. All mine.
Q. On the 9th page?
A. Thirteen.
Q. On the 10th page?
A. All mine.
Q. On the eleventh page?
A. All mine except one.
Q. 12th page?

A. All mine.
Q. Thirteenth page?
A. Up to there.
48 Q. Down to before August 1st?
A. No; down to the 31st of July is mine.
Q. On these three?
A. All those.
Q. Down to August 1st, not including; but down to August 1st, 1896, are in your handwriting?
A. Yes, sir.
Q. In whose handwriting are the other entries in this book from August 1st down to its close?
A. This is the book-keeper, August 1st.
Q. What was his name?
A. Mr. Lanusse; these two only, you see; the balance, discount, is Mr. Grenier.
Q. The runner?
A. Yes, sir; the runner; those three.
Q. The last three entries?
A. The last three deposits——
Q. Are made in the handwriting of whom?
A. The runner, Mr. Puig.
Q. Those are all the entries in the book that you know anything at all about?
A. Yes, sir.
Q. You were acting in what capacity when you made this entry?
A. Acting teller.
Q. Just acting teller?
A. I was acting teller and receiving teller, both.
Q. You were receiving teller and acting paying teller of the American national bank at the time it failed?
A. Yes, sir.

By Judge LAZARUS:

Q. The last page in here reads "August, 1896, August 6th,
49 to balance;" what do you know about that?
A. Nothing at all.
Q. You don't know whether that is correct or not?
A. No, sir; I couldn't swear to that.

By Mr. BUTLER:

Q. How were those entries made—in the usual course of business?
A. Yes, sir.

The pass book referred to is now again introduced in evidence by Mr. Butler.

Objected to by counsel for defendants on the grounds:

1st. That it has not been sufficiently shown that this is Schwartz & Co.'s book, or that Schwartz had any knowledge of these entries in the pass book or acquiesced in them, and, secondly, that it is the

book of the bank, and therefore it is not admissible in evidence in favor of the plaintiff to establish any claim against Schwartz.

By Mr. BUTLER:

Q. When you made these entries to the credit of M. Schwartz & Co. in this book, from whom did you get the money to be deposited there?

A. I got it from his deposit slips.

Q. From who?

A. From his clerk.

Q. Whose clerk?

A. Mr. Schwartz's.

Q. Do you know that it was Schwartz & Co.'s clerk?

A. Yes, sir.

Q. You know it?

A. Yes, sir.

Q. How would you get it from the clerk?

50 A. He would bring it in checks on his slips.

Q. With this book?

A. Yes, sir.

Q. Schwartz & Co. would bring this book?

A. With the deposit.

Q. With the checks and deposit slip, and you would enter the amount according to checks and deposit slip in this book?

A. Yes, sir.

Q. What would you do with this book then?

A. Give it back to the young man to make the deposit.

Q. What young man?

A. Schwartz's young man.

By Judge LAZARUS:

Q. Were these entries in there at the time you speak of, Mr. Sougeron, on the right-hand side of the book?

A. This is after the failure, Mr. Lazarus, what we are trying to get at now. I am answering Mr. Butler about the deposits received daily.

Q. The deposits that were sent there?

A. Yes.

Q. But these entries on the right-hand side were not there?

A. Cancelled checks.

Q. They were not there when Schwartz took this book back from your hands?

A. No, sir.

Q. Those were made after?

A. Yes, sir.

By Mr. BUTLER:

Q. From what did you get these figures that you entered on the right-hand page—how did you enter them?

A. From his checks.

Q. From whose checks?
51 A. Mr. Schwartz's checks.
Q. Schwartz and Schwartz & Co.'s checks?
A. Schwartz & Co.

Objected to by counsel for defendant upon the ground that the checks are the best evidence, and that the entries were made after the bank had failed and after the book ceased to be in the possession of the defendant, and that it is the bank's book and not admissible for the bank.

By the COURT: I overrule the last objection made. I have not ruled on the objection to the admissibility of the book.

Q. You made this from the checks of M. Schwartz & Co.?
A. Yes, sir.
Q. What sort of checks?
A. His regular bank checks.
Q. From M. Schwartz & Co.'s regular bank checks?
A. Yes, sir.
Q. Where were those checks when you took them to make these entries there?
A. Got them out of the checks there which we received back and filed away.
Q. What kind of checks? I want to know whether they were paid checks or checks to be paid?
A. Cancelled checks.
Q. Paid checks?
A. Yes, sir; paid checks.

The book referred to is again offered in evidence by plaintiff's counsel.

And the objection is made by defendants' counsel, first, that if it is the defendants' book, there are entries in the book that were made subsequent to the bank failure and when defendant had no opportunity of ascertaining their correctness; that this is the bank's
52 book, and it is not admissible in evidence in its favor to support a claim *vs.* M. Schwartz & Co.

By the COURT: I overruled this objection as going to the effect and not the admissibility of the evidence. I think *I think* that, with the evidence up to this time, it may be treated as the book of both the bank and defendants in this cause.

Defendants' counsel urges that it is then objectionable on the ground that plaintiff cannot take any part of the evidence to sustain their case by their own writing.

By the COURT: That is why I say that the objection goes more to the effect than to the admissibility. I think it is your book, in which some entries were made by somebody, which may not be binding upon you. The question is a matter of proof how far you are bound.

Counsel for defendant applies, then, to withdraw the book after the case is tried.

Counsel for plaintiff offers, introduces, and asks to be filed in evi-

dence the following-described checks of M. Schwartz & Co., paid by the American national bank:

One dated May 20th, 1896, $9,563.70, to order of Whitney national bank.

One dated May 20th, 1896, $2,834.30, to order of Metropolitan bank.

One dated May 20th, 1896, for $2,560, to order of Bank of Commerce.

One dated May 20th, 1896, for $550.00, to order of American national bank.

One May 21st, 1895, $9,566.70, to order of Whitney national bank.

One May 20th, 1896, $2,834.40, to order of Metropolitan bank.

Another May 20th, 1896, $2,500.00, Bank of Commerce.

One May 20th, 1896, $199.23, Union national bank (order of).

One May 22nd, 1896, $1,000, to order of A. Adler, of New Orleans.

One May 22nd, 1896, $2,500, to order of Bank of Commerce.

53 One May 22nd, 1896, $8,564.60, to order of Whitney national bank.

One May 22nd, 1896, $2,835.40, payable to order of Metropolitan bank.

One May 23rd, 1896, for $400, payable to order of Eisman Bros.

One May 23rd, 1896, for $2,500, to order of Bank of Commerce.

One May 23rd, 1896, for $2,834.20, to the order of the Metropolitan bank.

One May 23rd, 1896, for the amount of $9,562.60, to order of the Whitney national bank.

One May 25th, 1896, for $9,564.70, to the order of Whitney national bank.

Another, dated May 25th, '96, for $2,834.60, to order of Metropolitan bank.

One May 25th, '96, for $2,500, to order of Bank of Commerce.

One May 25, '96, for $600.00, to order of Eisman Bros. & Co.

One May 25, '96, for $1,700, to order of A. Adler & Co.

Another, May 26, '96, for $2,500.00, to Bank of Commerce.

One May 26, '96, for $835.41, to order of Metropolitan bank.

One May 26, '96, for $9,576.20, to order of Whitney national bank.

One May 27th, '96, for $341.00, to order of American national bank.

One May 27th, '96, for $425.00, to order of American national bank.

One May 27, '96, for $2,500.00, to order of Bank of Commerce.

One May 27, '96, for $2,834.60, to order of Metropolitan bank.

One May 27, '96, for $9,563.60, to order of Whitney nat'l bank.

One May 28th, 1896, for $2,500.00, to order of Bank of Commerce.

One May 28, '96, for $2,834.60, to order of Metropolitan bank.

May 28th, 1896, for $9,563.60, to order of Whitney national bank.

One May 28, '96, for $123.00, to order of Louisiana national bank.

One May 28, '96, for $200.60, to order of Germania nat'l bank.

One May 28, '96, for $16.95, to order of Canal bank.

One May 28, '96, for $238.00, to order of Metropolitan bank.

One May 28th for $104.26, to order of A. Adler & Co.

One May 28, '96, for $114.20, to order of R. M. Walshe, acting treasurer.

54 One May 28, '96, for $105.76, to order of Southern Pacific Co.

One May 29, '96, for $2,500, to order of Bank of Commerce.

One May 29, '96, for $2,836.70, to order of Metropolitan bank.

One May 29, '96, for $9,563.60, to order of Whitney national bank.

One May 30, '96, for $9,564.70, to order of Whitney nat'l bank.

One May 30th, '96, for $2,836.68, to order of Metropolitan bank.

One May 30, '96, for $2,500.00, to the order of Bank of Commerce.

One June 1st, 1896, for $2,834.80, to order of Metropolitan bank.

One June 1, '96, for $9,564.60, to order of Whitney nat'l bank.

One June 1, '96, $95.00, to order of La. national bank.

One June 1, '96, for $2,002.67, order of A. Adler & Co.

One June 1, '96, for $113.43, to order of Canal bank.

One June 1, '96, for $725.00, to order of Eisman Bros. & Co.

One June 1, for $425, to order of American nat'l bank.

One June 2, '96, for $50, to order of bearer.

One June 2, '96, for $53.00, to order of G. Moses & Son.

One June 2, '96, for $38.75, to order of A. Commandere.

One June 2, '96, for $9,568.60, to order of Whitney nat'l bank.

One June 2, '96, for $2,836.60, to order of Metropolitan bank.

One June 2nd, '96, for $2,500, to order of Bank of Commerce.

One June 2, '96, for $88.64, to order of Southern Pacific Co.

One June 2nd, '96, for $24, to order of Great Southern Telephone Co.

One June 2, '96, to order of Sol. Reinach, for ten dollars.

One June 2, '96, for $111.31, to order of Wackerbarth & Joseph.

One June 3, '96, for $471.90, to order of Union national bank.

One June 3, '96, for $9,566.80, to order of Whitney national bank.

One June 3, '96, for $150.00, to order of Whitney national bank.

One June 3, '96, for $2,837.40, to order of Metropolitan bank.

One June 3, '96, for $2,500, to order of Bank of Commerce.

One June 4, '96, for $83.33, to order of Metropolitan bank.

One June 4, '96, for $70.00, to order of Whitney nat'l bank.

One June 4, '96, for $2,500.00, to order of Bank of Commerce.

One June 4th, '96, for $50.00, to order of Louisiana nat'l bank.

One June 4, '96, for $100.00, to order of Union nat'l bank.

55 One June 4th, '96, for $2,500.00, to order of Bank of Commerce.

One June 4th, '96, for $2,836.50, to order of Metropolitan bank.

One June 4, '96, for $575, to order of Whitney nat'l bank.

One June 4, '96, for $45.60, to order of Southern Pacific Co.

One June 4, '96, for $102.50, to order of Y., M. & V. R. R. Co.

One June 4, '96, for $59.91, to order of Texas Pacific Co.

One June 5, '96, for $100, to order of Chas. S. Rice.

One June 5, '96, for $9,566.60, to order of Whitney national bank.

One June 5, '96, for $2,500, to order of Bank of Commerce.

One June 5, '96, for $2,836.40, to order of Metropolitan bank.

One June 5, '96, for $27.60, to order of Southern Pacific Co.

Another, June 5, '96, for $30, to order of Southern Pacific Co.
June 6, '96, exchange on New York for $1,000, favor of A. Adler & Co.
One June 6, '96, for 500, favor of A. Adler & Co.
One June 6, '96, for $9,565.70, to order of Whitney national bank.
One June 6, '96, for $2,855.40, to order of Metropolitan bank.
One June 6, '96, $2,500.00, Bank of Commerce (order of).
One June 6, '96, for $1,200, to order of M. W. Newman.
One June 8, '96, for $150 75, to order of New Orleans nat'l bank.
One June 8, '96, for $91.85, to order of Louisiana nat'l bank.
One June 8, '96, for $200, to order of A. Von Wacherbarth.
June 8, '96, one for $600, to order of Eisman Bros. & Co.
One June 8, '96, for $600, to order of Eisman Bros. & Co.
One June 8, '96, for $1,000, to order of A. Adler & Co.
One June 8, '96, for $2,500, to order of Bank of Commerce.
One June 8, '96, for $2,835.70, to order of Metropolitan bank.
One June 8, '96, for $9,568.80, to order of Whitney national bank.
One June 8, '96, for $75.00, to order of Texas Pacific R. R. Co.
One June 8, '96, for $45.60, to order of Southern Pacific Co.
One June 9, '96, for $50, to order of A. Harris.
56 One June 9, '96, for $200, to bearer.
One June 9, '96, for $1,400, to order of A. Jardet.
One June 9, '96, for $50.00, to order of Jas. P. Finnegan.
One June 9, '96, for $2,500.00, to order of Bank of Commerce.
One June 9, '96, for $2,834.80, to order of Metropolitan bank.
One June 9, '96, for $9,565.70, to order of Whitney nat'l bank.
One June 10, '96, for $550, to order of American national bank.
One June 10, '96, for $2,500, to the order of the Bank of Commerce.
One June 10, '96, for $9,567.60, to the order of the Whitney nat'l bank.
One June 10, '96, for $2,837.40, to the order of the Metropolitan bank.
One June 10, '96, for $125.00, to order of Metropolitan bank.
One June 10, '96, for $53.31, to order of Hibernia nat'l bank.
One June 10, '96, for $50.40, to order of Louisville & Nashville R. R. Co.
One June 10, '96, for $24.20, to order of Texas and Pacific R. R. Co.
One June 10, '96, for $50, to order of John L. Almet.
One June 10, '96, for $9,567.60, to order of Whitney national bank.
One June 11, '96, for $2,855.70, to order of Metropolitan bank.
One June 11, '96, for $2,500, to order of bank of Commerce.
One June 11, '96, for $1,400 to order of A. Adler & Co.
One June 11, '96, for $265.60, to order of I. C. R. R. Co.
One June 12, '96, for $450, to order of Eisman Bros. & Co.
One June 12, '96, for $1,250, to order of A. Adler & Co.
One June 12, '96, for $2,500, to order of Bank of Commerce.
One June 12, '96, for $2,855.70, to order of Metropolitan bank.
One June 12, '96, for $9,567.60, to order of Whitney nat'l bank.
One June 13, '96, for $900, to order of Eisman Bros. & Co.

One June 13, '96, for $2,000, to order of A. Adler & Co.
One June 13, '96, for $9,565.80, to order of Whitney nat'l bank.
One June 13, '96, for $2,500, to order of Bank of Commerce.
One June 13, '96, for $2,834.80, to order of Metropolitan bank.
One June 15, '96, for $2,500, to order of Bank of Commerce.
57 One June 15, '96, for $9,567.40, to order of Whitney nat'l bank.
One June 15, '96, for $2,000, to order of A. Adler & Co.
One June 16, '96, for $2,500, to order of Bank of Commerce.
One June 16, '96, for $2,836.40, to order of Metropolitan bank.
One June 16, '96, for $9,566.70, to order of the Whitney nat'l bank.
One June 16, '96, for one thousand dollars, to order of A. Adler & Co.
One June 16, '96, for $369.39, to order of Cantey & Co.
One June 17, '96, for $9,560.40, to order of Whitney nat'l bank.
One June 17, '96, for $2,800, to order of Bank of Commerce.
One June 17, '96, for $2,834.70, to order of Metropolitan bank.
One June 18, '96, for $2,000, to the order of A. Adler & Co.
One June 18, '96, $245.47, to order of State nat'l bank.
One June 18, '96, for $1,200, to order of M. A. Newman.
One June 18, '96, for $261.60, to order of State national bank.
One June 18, '96, for $2,500, to order of Bank of Commerce.
One June 18, '96, for $2,834.80, to order of Metropolitan bank.
One June 18, '96, for $9,567.80, to order of Whitney national bank.
One June 18, '96, for $1,507.10, to order of Whitney national bank.
One June 19, '96, for $700, to order of American national bank.
One June 19, '96, for $2,500, to order of Bank of Commerce.
One June 19, '96, for $9,568.60, to order of Whitney national bank.
One June 20, '96, for $9,567.60, to order of Whitney nat'l bank.
One June 20, '96, for $2,836.80, to order of Metropolitan bank.
One June 20, '96, for $2,500, to order of Bank of Commerce.
One June 22, '96, to bearer, for $200.00.
One June 22, '96, for 2,500, to order of Bank of Commerce.
One June 22, '96, for $2,836.40, to order of Metropolitan bank.
One June 22, '96, for $9,568.40, to order of Whitney nat'l bank.
One June 23, '96, for $74.86, to order of American national bank.
One June 23, '96, for $2,000, to order of Adler & Co.
One June 23, '96, for $9,567.60, to order of Whitney nat'l bank.
58 One June 23, '96, for $2,500, to order of Bank of Commerce.
One June 23, '96, for $2,837.40, to order of Metropolitan bank.
One June 23, '96, for $1,003.33, to order of A. Adler & Co.
One June 24, '96, for $224.75, to order of American national bank.
One June 24, '96, for $2,500, to order of Bank of Commerce.
One June 24, '96, for $2,856.70, to order of Metropolitan bank.

One June 24, '96, for $9,567.70, to order of Whitney national bank.
One for $2,095.55, to order of A. Jardet, dated June 24, '96.
One June 25, '96, for $343.28, to order of Union national bank.
One June 25, '96, for $2,500, to order of Bank of Commerce.
One June 25, '96, for $2,858.40, to order of Metropolitan bank.
One June 25, '96, for $9,568.70, to order of Whitney national bank.
One June 25, '96, for $2,500, Joseph Weil and Bros. (to order of).
One June 26, '96, for $9,568.60, to order of Whitney national bank.
One June 26, '96, for $2,877.40, to order of the Metropolitan bank.
One June 26, '98, for $2,500, to order of Bank of Commerce.
One June 27, '96, for $8,566.60, to order of Whitney national bank.
One June 27, '96, $2,836.20, to order of the Metropolitan bank.
One for $2,500, to order of Bank of Commerce, dated June 27, '96.
One June 29, '96, for $2,500, to order of Bank of Commerce.
One June 29, '96, for $9,568.40, to order of the Whitney national bank.
One June 29, '96, for $2,837.20, to order of the Metropolitan bank.
One June 30, '96, for $9,567.40, to order of the Whitney national bank.
One June 30, '96, for $2,500, to order of Bank of Commerce.
One June 30, '96, for $2,836.60, to order of Metropolitan bank.
One June 30, '96, for $2,500, to order of Jos. Weil & Bros.
One July 1, '96, for $2,838.40, to order of Metropolitan bank.
One July 1, 96, for $9,568.60, to order of Whitney national bank.
One July 1, '96, for $2,500, to order of Bank of Commerce.
One July 1, '96, for $1,200, to order of Eisman Bros. & Co.
One July 2, '96, for $2,500, to order of Bank of Commerce.
59 One July 2, '96, for $2,837.40, to order of Metropolitan bank.
One July 2, '96, for $9,567.60, to order of Whitney national bank.
One July 3, '96, for $2,500, to order of Bank of Commerce.
One July 3, '96, for $2,000, to order of A. Adler & Co.
One for $1,250, to order of Jos. Weil & Bros., dated July 3, '96.
One July 3, '96, for $1,250, to bearer.
One July 3, '96, for $9,568.20, to order of the Whitney national bank.
One July 3, '96, for $2,828.40, to order of the Metropolitan bank.
One July 6, '96, for $83.33, to order of the Metropolitan bank.
One July 6, '96, for $100, to order of the Union national bank.
One for $125, to order of Citizens' bank, dated July 6, '96.
One July 6, '96, for $70, to order of Whitney national bank.
One July 6, '96, for $9,567.60, to order of the Whitney nat'l bank.
One July 6, '96, for $2,836.60, to order of the Metropolitan bank.
One July 6, '96, for $2,500, to order of Bank of Commerce.
One July 6, '96, for $167.80, to order of Bank of Commerce.
One July 6, '96, for $168.92, to order of New Orleans national bank.

One July 7, '96, for $100.00, to bearer.
One July 7, '96, for $119.47, to bearer.
One July 7, '96, for $9,567.60, to order of Whitney national bank.
One July 7, '96, for $2,828.40, to order of the Metropolitan bank.
One July 7, '96, for $2,500.00, to order of Bank of Commerce.
One July, 168.20, to order of Chester Steel Company.
One July 7, '96, for $15, to order of J. P. Finnegan.
One July 8, '96, for $100, to bearer.
One July 8, '96, for $2,837.40, to order of the Metropolitan bank.
One July 8, '96, for $9,568.60, to order of Whitney national bank.
One July 8, '96, for $2,500.00, to order of Bank of Commerce.
One July 8, '96, for $52, to order of the Southern Pacific Co.
One July 8, '96, for $25.51, to order of Southern Pacific Co.
One July 8, '96, for $144.08, to order of Southern Pacific.
60 One July 8, '96, for $26.39, to order of Louisville & Nashville R. R. Co.
One July 9, '96, for $2,500, to order of Bank of Commerce.
One July 9, '96, for $2,836.60, to order of Metropolitan bank.
One July 9, '96, for $9,568.40, to order of the Whitney nat'l bank.
One July 10, '96, for $500, to order of the American nat'l bank.
One July 10, '96, for $2,500, to order of Bank of Commerce.
One July 10, '96, for $9,567.60, to order of Whitney national bank.
One July 10, '96, for $1,450, to order of Whitney national bank.
One July 10, '96, for $2,836.60, to order of the Metropolitan bank.
One July 10, '96, for $380.40, to order of Joseph N. Wolfson.
One July 11, '96, for $2,500, to order of Bank of Commerce.
One July 11, '96, for $9,567.70, to order of Whitney national bank.
One July 11, '96, for $2,858.70, to order of Metropolitan bank.
July 13, '96, for $105.18, to order of State national bank.
One July 13, '96, for $700, to order of Louisiana national bank.
One July 13, '96, for $2,837.40, to order of the Metropolitan bank.
One July 13, '96, for $337.69, to order of Metropolitan bank.
One July 13, '96, for $2,500, to order of Bank of Commerce.
One July 13, '96, for $2,425, to order of Whitney nat'l bank.
One July 13, '96, for $9,568.70, to order of Whitney nat'l bank.
One July 14, '96, for $9,567.40, to order of the Whitney national bank.
One July 14, '96, for $2,838.40, to order of the Metropolitan bank.
One July 14, '96, for $2,500, to order of Bank of Commerce.
One July 15, '96, for $500, to order of American nat'l bank.
One July 15, '96, for $2,500, to order of Bank of Commerce.
One July 15, '96, for $2,858.40, to order of the Metropolitan bank.
One July 15, '96, for $9,568.76, to order of the Whitney nat'l bank.
One July 16, '96, for $9,567.60, to order of Whitney national bank.
One July 16, '96, for $2,500, to order of Bank of Commerce.
One July 16, '96, for $2,837.40, to order of Metropolitan bank.
One July 17, '96, for $32, to order of American national bank.
One July 17, '96, for $12.95, to order of Louisiana national bank.
61 One July 17, '96, for $134.14, to order of New Orleans national bank.

One July 17, '96, for $2,500, to order of Bank of Commerce.
One July 17, '96, for $361.14, to order of Metropolitan bank.
One July 17, '96, for $2,836.70, to order of the Metropolitan.
One July 17, '96, for $9,566.70, to the order of the Whitney nat'l bank.
One July 17, '96, for $366.90, (to order of) bills payable.
One July 17, '96, for $403, (to order of) bills payable.
One July 17, '96, for $222.90, to order State national bank.
One July 17, '96, for $230.19, to order of Union bank.
One July 18, '96, for $2,500, to order of Bank of Commerce.
One July 18, '96, for $2,836.20, to order of Metropolitan bank.
One July 18, '96, for $9,568.60, to order of Whitney national bank.
One July 20, '96, for $2,500, to order of Bank of Commerce.
One July 20, '96, for $2,836.20, to order of Metropolitan bank.
One July 20, '96, for $2,700, to order of Whitney national bank.
One July 20, '96, for $9,567.70, to order of Whitney national bank.
One July 20, '96, for $25.56, order of Louisville & Nashville R. R. Co.
One July 20, '96, for $16.83, to order of David Bernhardt.
One July 21, '96, for $2,838.40, to order of Metropolitan bank.
One July 21, '96, for $2,500.00, to order of Bank of Commerce.
One July 21, '96, for $9,568.60, to order of Whitney national bank.
One July 21, '96, for $1,711.03, to order of Whitney national bank.
One July 21, '96, for $169.27, to order of N. O. national bank.
One July 22, '96, for $2,800, to order of Bank of Commerce.
One July 22, '96, for $2,836.20, to order of Metropolitan bank.
One July 22, '96, for $2,500, to order of Whitney national bank.
One July 22, '96, for $9,568.70, to order of Whitney national bank.
One July 23, '96, for $2,836.40, to order of Metropolitan bank.
One July 23, '96, for $9,567.80, to order of Whitney national bank.
One July 23, '96, for $3,600, to order of Whitney national bank.
One July 23, '96, for $2,500, to order of Bank of Commerce.
62 One July 24, '96, for $2,500, to order of Bank of Commerce.
One July 24, '96, for $2,836.60, to order of Metropolitan bank.
One July 24, '96, for $2,250, to order of Whitney national bank.
One July 24, '96, for $9,568.60, to order of Whitney national bank.
One July 25, '96, for $78.80, to order of Levy Bros. & Simon.
One July 25, '96, for $1,700, to bearer.
One July 27, '96, for $150.89, Hibernia national bank.
One July 27, '96, for $3,000, to order of Whitney national bank.
One July 27, '96, for $9,568.60, to order of Whitney national bank.
One July 27, '96, for $2,500, to order of Bank of Commerce.
One July 27, for $2,837.70, to order of Metropolitan bank.
One July 25, '96, for $36.78, to order of Fisher Lumber & Mfg. Co.
One July 25, for $9,567.70, to order of Whitney national bank.
One July 25, '96, for $2,836.70, to order of Metropolitan bank.
One July 25, '96, for $2,750, to order of Whitney nat'l bank.
One July 25, '96, for $2,500, to order of Bank of Commerce.
One July 25, '96, for $10.50, to order of W. G. Coyle & Co.
One July 25, '96, for $88.55, to order of A. W. Moffet.

One July 25, '96, for $140.91, to order of F. H. Korelke.
One July 25, '96, for $65.74, to order of J. Ward & Son.
One July 25, '96, for $11.00, to order of W. H. Henderson.
One July 25, '96, for $25, to order of City Item.
One July 25, '96, for $16.64, to order of Richard McCarthy.
One July 25, '96, for $18.84, to order City Lumber Co.
One July 27, '96, for $289.09, to order State national bank.
One July 27, '96, for $325, to order American national bank.
One July 27, '96, for $8, to order State national bank.
One July 28, '96, for $133, to order of American nat'l bank.
One July 28, '96, for $9,567.70, to order of Whitney national bank.
One July 28, '96, for $2,600, to order of Whitney national bank.
One July 28, '96, for $2,837.80, to order of Metropolitan bank.
63 One July 28, '96, for $4,000, to order of Bank of Commerce.
One July 29, '96, for $233.50, to order of Metropolitan bank.
One July 29, '96, for $2,600, to order of Whitney national bank.
One July 29, '96, for $2,836.70, to order of Metropolitan bank.
One July 29, '96, for $3,500, to order of Bank of Commerce.
One July 29, '96, for $9,567.40, to order of Whitney national bank.
One July 29, '96, for $135.50, to order Citizens' bank.
One July 30, '96, for $2,100, to order of Whitney national bank.
One July 30, '96, for $4,000, to order Bank of Commerce.
One July 30, '96, for $2,836.60, to order of Metropolitan bank.
One July 30, '96, for $9,567.70, to order of Whitney national bank.
One July 31, '96, for $2,000, to order of Whitney nat'l bank.
One July 31, '96, for $4,000, to order of Bank of Commerce.
One July 31, '96, for $2,836.40, to order of Metropolitan bank.
One July 31, '96, for $9,566.20, to order of Whitney nat'l bank.
One Aug. 1, '96, for $2,000, to order of Whitney national bank.
One Aug. 1, '96, for $4,000, to order of Bank of Commerce.
One Aug. 1, '96, for $2,837.60, to order of Metropolitan bank.
One Aug. 1, '96, for $100, to order of H'y Marx.
One Aug. 1, '96, for $9,567.40, to order of Whitney national bank.
One Aug. 3, '96, for $1,040.51, to order of Whitney nat'l bank.
Aug. 3, '96, one for $3,700, to order of Whitney national bank.
One Aug. 3, '96, for $4,000, to order of Bank of Commerce.
One Aug. 3, '96, for $2,838.80, to order of Metropolitan bank.
One Aug. 3, '96, for $9,568.40, to order of Whitney nat'l bank.
One Aug. 3, '96, for $104.11, to order of Union national bank.
One Aug. 3, '96, for $83.33, to order of Metropolitan bank.
One Aug. 4, '96, for $70, to order of Whitney national —.
One Aug. 4, '96, for $100, to order of Union national bank.
One Aug. 4, '96, for $125, to order of Citizens' bank.
One Aug. 4, '96, for $3,600, to order of Whitney nat'l bank.
64 One Aug. 4, '96, for $4,000, to order of Bank of Commerce.
One Aug. 4, '96, for $2,838.40, to order of Metropolitan bank.
One Aug. 4, '96, for $9,567.40, to order of Whitney national bank.
One Aug. 5, '96, for $3,400, to order of Whitney nat'l bank.
One Aug. 5, '96, for $4,000, to order of Bank of Commerce.

Counsel for syndics admit signature of M. Schwartz & Co. to the checks introduced in evidence.

Q. Mr. Sougeron, who was the book-keeper of the American national bank—who kept the book in which the account of M. Schwartz & Co. was kept?

A. Mr. Lanusse.

Witness withdrawn for the present.

Mr. CHARLES LANUSSE, sworn, deposes and says on behalf of plaintiff:

Direct examination by Mr. BUTLER:

Q. What was your connection with the American National Bank of New Orleans up to the time of the failure in 1896?

A. I was individual book-keeper.

Q. You were the individual book-keeper at the bank?

A. Yes, sir.

Q. In your capacity as indiv-dual book-keeper of the American national bank, had you anything to do with the entering debits and credits in the accounts of M. Schwartz & Co., of this city?

A. Yes, sir; kept the account.

Q. You kept the account?

A. Yes, sir.

Q. Can you turn to the book in which you kept that account? You kept the bank book?

A. Yes, sir.

Q. In those books what entries did you make?

A. I have made the entries.

Counsel for defendant- object- to any evidence from the
65 bank's books on the ground that the bank's books cannot be used as evidence against M. Schwartz & Co. or their syndics to establish the indebtedness; that the bank's book- are not evidence in their favor.

Counsel for plaintiff wishes to show that all these checks were paid; that they were entered in the books to the debit of M. Schwartz & Co.; and stating further, "We want to prove that the amount of the overdrafts, which is not represented by notes, but items, and which *are* made up very largely by these checks, which we show have been paid, and items of interest charged on the account, which the checks do not show. We do not offer the books, but wish to prove by this witness the entries made and the clerk who collected the interest, which is part of the amount of the overdraft; to show the amount that has been overdrawn and the amount the firm has been charged with, whether interest or discount, whatever it may be, in their individual account."

And the court reserves its ruling until the next hearing.

66 Civil District Court, Parish of Orleans, Div. "E."

F. L. RICHARDSON, Receiver of the American National Bank,
vs.
SUMTER TURNER ET ALS. } No. 56634.

Testimony for plaintiff in above entitled and numbered cause, taken in open court this 27th day of October, A. D. 1898, before Hon. George H. Theard, judge.

Present: F. N. Butler, Esq., for plaintiff; Messrs. Lazarus & Luce, for def't-.

By the COURT: I have concluded to overrule the objection to the admissibility of the books of the bank. I find it stated in Morse on Banks & Banking, section 295, that the books of a bank are admissible in evidence in its behalf, with a reference to Babley *vs.* Robertson, 57th Ga., 145; The Union Bank *vs.* Knapp, 34th Pickering, 96; Watson *vs.* Phœnix, — 217.

In Louisiana, under our jurisprudence, the rule is the same. The last authority that I have been able to find upon the subject is in the 28th Annual, page 871, Hirsch *et als.*, commissioners, *vs.* Converse *et als.*, where the principle is laid down that the rule with regard to the books of a merchant being inadmissible in his favor does not apply to those of corporations. The text of the code upon which the objection is grounded is to be found in article 2248,
67 and is to the effect that the books of merchants cannot be given in evidence in their favor.

The books which are sought to be offered in evidence in this case are not the books of a merchant, but the books of a corporation, and therefore the rule of exclusion contained in article 2248 of the Civil Code does not appear to me to have any application thereto. Besides, it seems to me that even if the books themselves are not admissible in evidence, they certainly can be referred to by parties having made the entries therein and who are placed upon the stand as witnesses, just a- they may refer to memoranda made at the time.

For these reasons the objection is overruled.

To which ruling of the court defendant excepts and reserves this note in lieu of a bill, and it is understood that this objection shall apply to all similar testimony throughout the trial, without the necessity of making any formal objections thereto.

Mr. CHARLES LANUSSE then resumed the stand, testifying as follows, on—

Direct examination by Mr. BUTLER:

Q. How long were you the individual book-keeper of the American national bank?

A. Five years.

Q. During that period did you keep the account of M. Schwartz & Co.?

A. Yes, sir.

Q. Will you please look at that account and state what amount appears to have been due therein by M. Schwartz & Co. to the American national bank, at the time of its failure, by overdraft?

Counsel for defendant asks that the witness be confined to
68 the books at the time of the failure.

A. $64,045.16.

By Mr. BUTLER:

Q. On what day?
A. On August 6th.
Q. Those entries in that book, by whom were they made?
A. They were made by me.
Q. How did you make them; from what data did you make them?
A. In the regular course of business.
Q. From what data in the way of debit or credit; you entered the credits there from what evidence?
A. From different books; from the deposit book, collection book, discount book, and exchange.
Q. Those entries are all made in your handwriting?
A. There may be some that might be.
Q. Look and see; are they correct or not?
A. Yes, sir; I might be absent a day or two.

By Judge LAZARUS:

Q. You say these entries were made from other books?
A. Yes, sir.
Q. What?
A. Yes, sir.
Q. Did you keep the other records?
A. No, sir.
Q. Then that is a copy from other books?
A. Yes, sir.

By Mr. BUTLER:

Q. That is the regular bank book isn't it?
A. Yes, sir.
Q. The individual ledger of the bank?
69 A. Yes, sir.
Q. And that was his account in it?
A. Yes, sir.
Q. Those entries were made in the usual course of business?
A. Yes, sir.

Counsel for plaintiff offers, introduces, and asks to be filed the account to which the witness has just testified as the individual account of M. Schwartz & Co. with the American national bank.

Objected to on the ground that — is not the book of original entry and is copied from the books of original entry, with which the witness had nothing to do, according to his own statement.

By the COURT: I think that the objection goes more to the effect than to the admissibility of the evidence under my previous ruling.

To which ruling of the court counsel for defendant- except and reserve this note in lieu of a bill.

Q. Please examine this document, which was filed with the petition herein and appears to be a copy of that account from June 25, 1896, before the closing of the bank, down to and including August 5th, 1896, and state whether or not that corresponds with the entries in that book.

A. Yes, sir; that is it.

Counsel for plaintiff offers, introduces, and asks to be filed in evidence copy of the folios of the ledger in lieu of the original account.

Objected to by defendants' counsel of the ground that it is a copy from a book which itself is a copy from five other books not
70 kept by witness, and of which five books the witness testifies he has no personal knowledge.

By the COURT: I am inclined to think that the copy cannot be substituted for the original.

Cross-examination by Judge LAZARUS:

Q. You say that you were the individual book-keeper and kept the record which has been offered in evidence here by Mr. Butler on behalf of the plaintiff?

A. Yes, sir.

Q. Collectors' collection ledger—collection book?

A. Yes, sir.

Q. And other books of the bank?

A. Yes, sir.

—. How many different employees of the bank kept the different books which were transferred to this ledger which you kept?

A. About three.

Q. Who were they?

A. They were the receiving teller, note clerk, and discount clerk.

Q. Did not the paying teller also keep the record transferred to you?

A. Well, he generally paid all checks drawn by M. Schwartz & Co., which was turned over to me.

By Mr. BUTLER:

Q. The checks were turned over to you?

A. Yes, sir.

Q. And you entered them in that book from the paid checks?

A. Yes, sir.

By Judge LAZARUS:

Q. Did the discount clerk act upon his own independent
71 account, or was he advised and directed by others to make the entries?

A. He was directed by the officers of the bank; either the president or the cashier.

Q. Therefore he simply recorded what they directed him record?

A. Yes, sir.

Q. Now, Mr. Lanusse, you say there was an overdraft of six four thousand dollars, as appears by this book?

A. Yes, sir.

Q. Were the books of that bank correctly kept?

A. Yes, sir.

Q. You say the books of the American national bank were rectly kept?

A. This book was.

Q. That ledger was correctly kept?

A. Yes, sir.

Q. That I understand to be a receptacle for everything passi through the bank finally—the final receptacle?

A. This account of M. Schwartz & Co. contained all the trans tions between M. Schwartz & Co. and the American national ba

Q. I want to get at the general character of the bank's books. understand the ledger is a final receptacle of the business of bank passing through the books before it gets to the ledger?

A. Individual ledger.

Q. Isn't that the purpose of the ledger?

A. Yes; but you have the general book also.

Q. What is a ledger? Define a ledger.

A. Well, it is an account of every individual—all transacti done between the party and the bank.

Q. Is it the final book?

A. Yes, sir.

Q. In which the entry is made. It is not a book of o

72 inal entry?

A. No, sir.

Q. The only relation that a customer of the bank has with individual book-keeper is when he presents his pass book for b ancing; isn't that true?

A. That is all.

Q. You never came in contract with him in any other relation

A. Well, if he wants to find out how his account stands with bank.

Q. For the purpose of ascertaining the balance?

A. That's right.

Q. Either by the balancing of his deposit book or by direct quiry?

A. Yes, sir.

Q. Do you know as a matter of fact and within your perso knowledge—not knowledge derived from others—that any mo was ever paid over the counter of the American national bank t Schwartz & Co.?

A. Any money?

Q. Beside what you find there in your ledger, have you any sonal knowledge that the bank—that M. Schwartz & Co.'s acc was overdrawn $64,000?

A. Yes, sir.
Q. How did you know it?
A. I find out by my books.
Q. I say independent of your books, and leaving your book aside and this ledger, have you any personal knowledge that the bank——
A. Well, I have to remember it; of course I do.
Q. Did you ever pay him any money over the counter?
A. No, sir; but the money paid to him; the checks was handed to me and I then charged his account with it.

73 Q. I ask you whether you ever paid him any money over the counter.

A. No.
Q. Did you ever give him any bills of exchange?
A. No.
Q. Did you ever give him the proceeds of any collections?
A. No, sir.
Q. All that you know with reference to that account is—all the information that you have with reference to that account is what you have gotten from the other clerks of the bank and the books kept by those clerks?
A. Yes, sir.
Q. You have no personal knowledge?
A. No.
Q. Now, I ask you as to the method in which those books of the American national bank were kept.
A. Different clerks of the bank.
Q. Don't you know, as a fact, that there were false entries made in those books—the books of the American national bank? I don't mean to refer to you.
A. Of course, I understand. Yes; certainly.
Q. The general books of the bank?
A. Yes, sir.
Q. Don't you know that there were false entries made in those books?
A. Yes, sir.
Q. Do you know for what purpose those entries were made?
A. I do not.
Q. Do you know who directed those entries to be made?
A. The officers.
Q. Were they a truthful record of the business of the bank?

74 A. I don't suppose they were.
Q. Don't you know as a fact that they were not?
A. Yes, sir.

By Mr. BUTLER:

Q. Are there any false entries made by you in this book?
A. No, sir.
Q. This account of M. Schwartz & Co. kept by you was made from the data as given you?
A. Yes, sir.
Q. In regard to the checks which were presented to you to be

entered in that book, were they the checks that were paid or the checks that were not paid?

A. Checks that were paid by the bank.

Q. Paid by the bank?

A. Yes, sir.

Q. From those checks drawn by M. Schwartz & Co. on the bank and which were paid you made those entries where you charged them with any account?

A. Yes, sir.

Q. When a check is certified—where a party draws a check against his account on the bank and the cashier or teller certifies that check is good—what is done with that check, so far as any entry in the individual ledger is concerned?

A. Well, this check is charged to the account.

Q. Immediately?

A. Yes, sir.

Q. As soon as it is certified?

A. Well, during the day.

Q. That would indicate what; that that amount of money is paid?

A. That amount of money was drawn by the party.

Objected to as a matter of opinion.

75 Q. I am asking what, as a matter of fact, is done with all certified checks. I ask you what it indicated.

Objected to as a matter of opinion.

Q. As soon as a certified check, certified as good by the bank, drawn by one of the parties in account with the bank, as client, what, as a matter of fact, is done with that check, so far as the individual ledger account of that person is concerned?

A. Well, the check is charged to the account of the party.

Q. As soon as it is certified?

A. During the day.

Q. I wish you would look at these four checks, which appear to have been drawn on August 5th, 1896, by M. Schwartz & Co. on the American national bank—drawn, one to the order of the Whitney national bank for $9,567.20, one in favor of the Metropolitan bank for $2,837.40, one in favor of the Whitney national bank for 3,400, and one in favor of the Bank of Commerce for $4,000. These checks appear to have been certified, do they not?

A. Yes, sir.

Q. Were they certified as good?

A. As good.

Q. What was done with those checks as soon as they were certified, so far as that account is concerned?

A. They were charged to the account of M. Schwartz & Co.

Q. And they appear in this account?

A. Yes, sir; they do.

Q. You spoke of false entries having been made in some of the

books of the bank by its officers. What officers? Who did you refer to?

A. I referred to one of the clerks.

Q. One of the clerks of the bank?

A. Yes, sir.

76 Q. Was he an officer?

A. Well, no; he was instructed by the officers.

Q. By what officer was he instructed?

A. By the cashier.

Q. By whom?

A. By the cashier.

Q. Who was that?

A. Girault.

Q. And where is he, to your knowledge, as far as you know?

A. In the penitentiary.

By Judge LAZARUS:

Q. You don't know, do you?

A. Well.

Q. You — it as a fact, you saw him there?

A. I didn't see him there, but I saw him go there.

Q. Did you know that he was going there?

A. I knew that he was going there.

Q. How did you know that he was going there?

A. Well, everything proved to me that he was going there.

Q. When you say that the books that you kept contained no false entries, I understand you to mean that you did not, at any time, intentionally make a false entry in the books?

A. No, sir.

Q. I say you didn't personally?

A. Of course not.

Q. But there are a number of entries in that book that you made; that you made under the direction of the officers of the bank?

A. No, sir.

Q. Discount?

77 A. No, sir; I took them from the book of the discount clerk.

Q. Did you know whether those were correct entries or not in the book of the discount clerk?

A. Yes, sir.

Q. How did you know they were correct?

A. Because I only knew him to be correct.

Q. You always knew him to be correct?

A. Yes, sir.

Q. Suppose there had appeared on the discount tickler an item of $20,000, to be credited to a particular account—the result of a discount of $20,000 worth of paper—would you know whether the bank had received that paper?

A. No, sir.

Q. Then you simply acted upon the belief that the books were correctly kept?

A. Yes, sir.

Q. You subsequently discovered that there were books in that bank that were not correctly kept and upon which false entries were made, did you not?

A. Yes, sir.

Q. So the entries that found their way into your ledger—a number of them—were the result of the officers' direction to some clerk who was to account to you, as a discount clerk?

A. Yes, sir.

Q. The exchange clerk?

A. Exactly.

Q. Collection clerk?

A. Yes, sir.

Q. In answer to the question propounded to you by Mr. Butler, representing the plaintiff, you stated that the four *clerks* described in his question and numbered serially 9060, 9061, 9062, and

78 9063, on the American national bank, were paid?

A. Were charged to the account of M. Schwartz & Co.

Q. Were they paid?

A. No; they were not paid.

Q. Is there any endorsement on those checks?

A. No.

Q. Have they been paid by the bank? Were they paid by the bank?

A. No.

Q. What was the state of the account without those four checks, according to the books which you copied?

A. You have just got to deduct those four checks.

Q. Just state what the state of the account was, and the overdraft of M. Schwartz & Co., to which you testified, less the four checks, which amount to, say——

A. Charge to his account $44,240.56.

Q. Then if your books—the books that you copied from, those other books—to which you referred, were truthful and were *and* accurate record of the dealings of the firm of M. Schwartz & Co. with the American national bank, instead of owing $64,000 they only owe $44,000; isn't that true—outside of these checks?

A. Those checks were no more checks of M. Schwartz & Co., according to the bank; they became, as soon as they were satisfied, the bank's checks.

Q. Have they ever been satisfied?

A. Certified.

Q. I thought you said satisfied.

A. Certified.

Q. Do you know whether M. Schwartz & Co. ever paid anything on those checks?

79 A. No; I don't know.

Q. Would you be surprised to learn that Schwartz & Co., on a check for $9,500, had paid over $6,000?

A. No, sir; I wouldn't be surprised.

Q. There was $4,000 of the $9,500 in favor of the Whitney and

$2,000 on the $2,500 in favor of the Whitney bank. Do you know whether they paid the Whitney on that or not?

A. I do not.

Q. So that when you charged Schwartz & Co. with the face value of those checks that Schwartz or Schwartz & Co. discharged, the entry was not a correct entry?

A. I don't know anything about those.

Q. You say that the bank became liable the moment it certified—what day did the American national bank suspend business?

A. On the 6th of August.

Q. In the year 1896?

A. 1896; yes, sir.

Q. What part of the day—in the morning?

A. In the morning.

Q. It didn't open at all that morning?

A. It didn't open at all that morning.

Q. Do you know whether those checks which have been described by number- 9060, 9061, 9062, and 9063 were presented to the bank for payment?

A. Yes, sir.

Q. Did the bank pay them?

A. I don't believe the bank paid anything that day.

Q. How do you know they were presented to the bank for payment?

A. Because they came through the clearing-house.

80 Q. Is there anything to indicate on the checks that they came through the clearing-house?

A. No; but they are generally stamped—that is, the clearing-house generally stamp any checks.

Q. Don't the bank that has it in its possession, before presenting it, endorse it to be paid through the clearing-house? This check deposited in the Whitney national bank on the morning of the 6th, when the runner of the Whitney bank comes from the clearing-house with the check, don't the check bear the stamp to be paid through the clearing-house?

A. The bank didn't pay anything that day.

Q. You say these checks went through the clearing-house. Is there anything on the checks to indicate that they did?

A. No.

Q. What knowledge of the fact have you that they did?

A. Because those checks used to come in every morning.

Q. I am speaking of those four checks.

A. No.

Q. Have you any knowledge of that fact?

A. No.

Q. Then what you said with reference to those going through the clearing-house was the result of practice, as previously, but had no application to these four checks?

A. Practice previously; not to those four checks.

Q. Mr. Lanusse, what was the custom of the bank with reference to charging interest on overdrafts?

A. Well, the book-keeper used to make the amount of the overdraft up and then charge the parties overdrawing at the end of the month with 8 % inter.

Q. Eight per cent. interest for overdrafts?

81 A. Yes, sir.

Q. Did you make that charge with Schwartz & Co.'s account?

A. Yes, sir.

Q. Did he pay interest on his overdrafts?

A. Yes, sir.

Q. Under whose direction did you make that charge?

A. Under the direction of the cashier.

Q. And Schwartz paid interest on the overdrafts?

A. He paid it every month; yes, sir.

Q. How was that interest charged to him?

A. Well, I would make a charge from my memorandum book of overdrafts and he would give me a check for cash, or else I would charge his account with the amount at the end of every month.

Q. And he was paying eight per cent.?

A. Yes, sir.

Q. Had been going on for some time, had it?

A. Well, yes.

Q. Where is that memorandum book that you copied that interest from for overdrafts?

A. Well, I left it in the bank with Moxie.

Q. Would it show how much interest Schwartz paid upon overdrafts if he had one?

A. No; it would only show the overdrafts of M. Schwartz & Co. daily.

Q. Wouldn't show amount of interest that was charged?

A. No; it would not.

Q. Would this book that you bring here as a ledger show the interest on the overdrafts?

A. No; oh, no; the note clerk would show it, because he would charge Schwartz and credit interest account.

Q. Who kept that book, Mr. Christy?

82 A. Yes, sir; Mr. Christy.

Q. Mr. Christy is the gentleman who had the books with the false entries, is he not?

A. Yes, sir.

Q. So whether you made the correct calculation and charged Schwartz correctly or not you don't know?

A. Well?

Q. Of your own personal knowledge?

A. I would make the charge to Schwartz and he would credit the interest account in his book; they had nothing to do with mine.

Q. Will you show us on this book where the interest items are charged?

A. No; not on his account.

Q. Have you or not any knowledge as to whether or not the Metropolitan bank, the Bank of Commerce, and the Whitney bank

proved up their respective claims against the American national bank in the hands of the receiver and got dividends?

Counsel for defendant objects that the record is the best evidence.

Q. I ask whether you have any knowledge of it.
A. I have none.

83 Mr. H. W. SPEAR, recalled, testifies for plaintiff.

Direct examination by Mr. BUTLER:

Q. Please look at these checks, these four checks. (Witness does so.) What, if anything, had you to do with paying dividends to various creditors of the American national bank in the hands of the receiver?
A. Well, I paid the second dividend of 5 % that was declared for the benefit of the creditors of the American national bank.
Q. Did you pay the Whitney national bank anything?
A. They proved up their claim, and this check was included in the amount of claims proved up by the Whitney.
Q. Bank of Commerce?
A. Bank of Commerce and Metropolitan bank.
Q. Those several banks all got their dividends?
A. They got their dividends
Q. From whom?
A. They got the second dividend from me. The second dividend was five and the first dividend was ten per cent.
Q. That was not paid by you?
A. That was not paid by me; no, sir.
Q. It was paid?
A. It was paid; yes, sir; the receipts for the amounts are now in the hands of the receiver.

Cross-examination by Judge LAZARUS:

Q. You say the Whitney national bank proved up its claim on those checks and collected a dividend on $9,567.70 and $3,400, checks numbered, respectively, $9060 and 9063, signed by M. Schwartz & Co. and drawn on the American national bank?
A. I say that the Whitney national bank proved up ther claim.
Q. For how much did they prove their claim?
84 A. I cannot say just exactly for how much, because I have not the figures right directly before me at this present time. They proved their claim for more than that, because there was more than that due them.
Q. Did they prove up on those two checks any more than about six or seven thousand dollars—on those two checks?
A. Well, now, I cannot say positively on that.

By Mr. BUTLER:

Q. You have got their receipts, haven't you?
A. I have got their receipts, and I have their proof of claim.

Q. I then call upon you to bring it here to court before the day is over.

Counsel for plaintiff offeres, introduces, and asks to be filed in evidence testimony of W. W. Girault, taken under commission, opened in this court by his honor the judge thereof on the 18th of October, 1898, being testimony under commission executed by E. B. Dillon, and counsel reads the testimony.

That part of the answers to interrogatory 2 which undertakes to fix the amount of the alleged indebtedness of Schwartz & Co. to the bank is objected to by counsel for defendants on the ground that according to the testimony of the witness the indebtedness, if any exists, is evidence- by written obligations, and that the written obligations are the best evidence, and not the memory of the witness testifying.

By the COURT: I am inclined to think that the objection is well founded.

Plaintiff'- counsel offer, introduce, and ask to be filed in evidence record in No. 50562, entitled M. Schwartz & Co. *vs.* Their Creditors, the petition, affidavit, and schedules of assets of the said concern.

Counsel for defendants ask the purpose of the offer; to which counsel for plaintiff replies that it is for the purpose of showing the sworn admission on the part of Mr. Schwartz of his indebted-
85 ness to the American national bank by overdraft and by notes.

Objected to on the ground that Schwartz cannot make evidence on behalf of the American national bank or any preferred creditor.

Counsel for plaintiff states that the testimony is offered as *rem ipsam* for the present and that they will offer Mr. Schwartz to prove it.

Counsel for plaintiff states that he withdraws the offer and offers the said record as proof for what it is worth.

By the COURT: I will admit it to prove *rem ipsam*.

Mr. MOSES SCHWARTZ, sworn for plaintiff, deposes and says:

Direct examination by Mr. BUTLER:

Q. You are the Mr. Schwartz of the late firm of M. Schwartz & Co., of New Orleans?

A. Yes, sir.

Q. Just take a look at that book and state whether or not it was your pass book in the American national bank.

A. I have to refuse to answer any questions, as I am under indictment and it may tend to criminate me.

Q. You think to answer that question would tend to criminate you?

Counsel for defendants states that that is the answer that the witness made to the court; that the witness is under three indictments in the United States court growing out of the relations with the American national bank; that the witness's transactions with the American national bank are now the subject of investigation in that

court, and he claims the protection of this court, which this court will grant him.

By the COURT: I think that that is a proper excuse to be given to the court for refusing to answer the question.

To which ruling of the court counsel for plaintiff excepts
86 and reserves this note in lieu of a bill.

GEORGE W. SOUGERON recalled on cross-examination.

By Judge LAZARUS:

Q. You were receiving teller and acting paying teller, I understood you to say in your examination of yesterday?

A. Yes, sir.

Q. When Schwartz'- account didn't show that he had sufficient credit to honor a check, who directed you to do it?

A. My superiors.

Q. If there—you knew there was security in the bank for the overdraft of Schwartz; did you not?

A. I imagined so, I didn't know it.

Q. Did you ever hear Mr. Girault say that the bank held security for Schwartz's overdraft?

A. Not to me.

Q. Did he ever say it in your presence?

A. No, sir; I was always under that impression.

Q. Where did you get that impression from?

A. From the confidence that Mr. Girault had in Mr. Schwartz.

Q. Confidence don't represent collateral security. Where did you gather the impression that there was collateral?

A. I am merely mentioning to you what my belief was.

Q. How did you form the belief that there was collateral and not confidence? Confidence, Mr. Sougeron, is one thing and security evidenced by collatera is another. How did you gather the belief that Schwartz had to secure his overdraft—had collateral in the possession of the bank? You say you had that belief; I want to know how you got that belief, and from whence.

A. From my knowledge.

Q. You had knowledge, then, that there was collateral security there?

87 A. From my own knowledge, yes. I was always under that impression.

Q. Was it impression or knowledge?

A. Both.

Q. Both knowledge and impression?

A. Yes, sir.

Q. Did you know what security the bank held for the Schwartz overdraft?

A. No.

Q. Did you ever discuss it with Mr. Girault?

A. About security?

Q. Yes.

A. No, sir.

Q. Did he ever discuss with you the security that the bank held to secure Schwartz's overdraft?

A. No, sir.

Q. But you knew there was security there for the overdraft?

A. I don't say I knew. I don't say that.

Q. I don't want to say anything you didn't say; tell us what you did say.

A. You asked me if I knew; I said no. I say I always was under the impression that Mr. Schwartz was well covered with the bank.

Q. What?

A. Covered or guaranteed something to protect him.

Q. I don't say that you knew what the securities were.

A. Yes, sir; that is what I understand.

Q. I don't say that you knew what the securities were, but did you — that there was security there to protect the bank for overdrafts?

A. No; I didn't say that, only I had no doubt that the bank held security.

Q. Well, that is not knowing, the way I understand it.

88 A. I say I was under the impression that Schwartz was well guaranteed and well covered with the bank. That was my impression.

Q. Where did you get that impression from?

A. From knowledge—my personal knowledge.

Q. You paid those checks from time to time when the account was not in credit, didn't you?

A. By instruction; yes, sir.

Q. And while you didn't know what security the bank had for the Schwartz overdraft, if there was one, you knew that the bank was secured in some way for the overdraft?

A. That was my belief; yes, sir.

Q. Where did you gather that belief from time to time?

A. From myself, judging from what I would see and the way the things would be going on with Mr. Schwartz and Mr. Girault.

Q. Did Mr. Girault ever say that the account was secured?

A. Not to me.

Q. Did he ever say it in your hearing?

A. No, sir. The only thing is I only did what I was told to do; I followed instructions for everything.

Q. There is no question of blame attaches to you.

A. I want you to know.

Q. I know your course in the bank was simply that of a subordinate, and you did what you were told to do.

A. Yes, sir; for my own self-protection.

Q. Nobody blames you or any of the subordinates clerks in that bank for its misfortunes. What we want to know is this: whether you didn't know there was some kind of security. Whether it was good or bad and what it consisted of is immaterial for the purposes of this inquiry. I simply want to know whether you did not know there was some kind of security.

A. No.

89 Q. Where did you get that belief from?
A. Well, that is the impression I had all along.
Q. You said before it was your knowledge.
A. Well, impression and knowledge is the same thing, isn't it?
Q. No; knowledge is knowing a thing.
A. Yes, sir; that's a fact. Well, it was the impression that I have.
Q. Were there times when Girault criticised Schwartz's checks and sent word to him that would not do, or something like that?
A. Well, he did that sometimes; yes, sir.
Q. Didn't he do it very often, raise Cain about Schwartz drawing?
A. I heard him say this.
Q. Tell him that he was overdrawing too much?
A. I don't know anything about that.
Q. What did you hear?
A. He would send him word to come around, and very often investigated Schwartz's account.
Q. Did you ever turn any of Schwartz's checks down?
A. How do you mean turn down?
Q. Refuse them.
A. Throw out?
Q. Yes.
A. We would send for him first. I don't know what would be done afterwards, because I couldn't answer these questions outside of this; he would send for him and he would come.
Q. Why he was sent for was because you were holding up the payment on a check, wasn't it?
A. No, sir; I was teller then. I am speaking now in the receiving tellership.
Q. Not when you were paying teller?
A. No; because he was in town, you know.
Q. Who was the paying teller?
A. The regular paying teller, Mr. Jumonville.
90 Q. He is dead, isn't he?
A. Yes, sir.

CHARLES P. LANUSSE recalled for further cross-examination by Judge Lazarus:

Q. Do you recall any time when Mr. Girault checked up Mr. Schwartz from drawing?
A. Well, my attention was called several times that he would stop the paying teller to pay the check unless Mr. Schwartz would make a deposit.
Q. That was a frequent occur-ence?
A. Yes, sir.
Q. And what did Schwartz do when his check was held up in that way?
A. Well, he would make a deposit—make it good.
Q. So all the checks of Schwartz at all times were not paid by the bank?
A. When his account was too much overdrawn Girault would tell him to make a deposit to enable the teller to pay the check.

Q. Girault would go for him with a sharp stick, would he?
A. Yes, sir.
Q. Bring him up with a short, quick turn?
A. Well, he would have to come up.
Q. The offices of the bank were rather contracted, weren't they—the bank offices?
A. All clerks?
Q. Yes.
A. Yes, sir.
Q. Right there where you could see and hear what was going on?
91 A. Sure; that was the way I know it.
Q. Did you ever hear about Schwartz's account being secured?
A. Well, I heard Mr. Girault mention that several times in general conversation among us.
Q. That his overdraft was secured?
A. Well, that he had securities in the bank for Schwartz.
Q. The character of the securities you didn't know anything about?
A. No; nothing.
Q. Or their value?
A. No; nothing.
Q. But you knew from the statements that were made in your hearing that the bank was secured?
A. The bank had securities for Schwartz, whether they were——
Q. Then the fact that he was overdrawn did not at all excite your attention?
A. Not at all.
Q. That is a common occurrence, for men to overdraw, is it not?
A. Yes; it is, without security.
Q. With security?
A. Yes; it is.
Q. They charged interest on those overdrafts?
A. Yes; they did.
Q. Where are you employed, Mr. Lanusse?
A. Now I am the secretary of the Debenture Guaranty & Loan Co., 205 Hennen building.
Q. You have lived in New Orleans all your life?
A. Yes; all my life.
Q. How old are you?
A. Forty-four.

George W. Sougeron desires to make correct in testimony already given by him: "It comes to my mind now that I have made a mistake. You asked me if Mr. Girault has ever told me, with
92 regard to Mr. Schwartz, whether he was secured. He did, but it did not come to my mind; but it comes now that I had a conversation with him one day at my receiving teller's desk. He came to me—Mr. Schwartz came to me—and I says, 'There is Mr. Schwartz, always smiling,' and Mr. Girault said, 'That is all right;

don't you be afraid about Schwartz; he is well secured at the bank; he is all right.' That is the reason I was always under the impression that Mr. Schwartz was well covered at the bank.

That is all I have to say; I just want to correct that word there. I felt sort of uneasy about that way I had answered and I wanted to correct it."

M. G. WEIL, Esq., sworn for plaintiff, deposes and says:

Direct examination.

By Mr. BUTLER:

Q. Were you a member of the late firm of M. Schwartz & Co., of this city?

A. Yes, sir.

Q. Partner in that house?

A. Yes, sir.

Q. How long were you connected with it?

A. How long have I been connected with the firm of M. Schwartz & Co.?

Q. Yes.

A. As a partner?

Q. As a partner.

A. I don't remember exactly; I think about four years—four years, sir.

Q. You were there at the time of the failure of the concern?

A. Yes, sir.

Q. You were a member of the firm at the time it made a
93 surrender to its creditors, were you not, at the time Schwartz & Co. failed?

A. Yes, sir.

Q. Please look at this book and state whether or not it is the pass book of M. Schwartz & Co. with the American national bank.

A. I must decline to answer questions with reference to the American national bank. I am under three separate indictments in the U. S. court, and any answers I might give might tend to criminate me.

By the COURT: That appears to be a sufficient excuse for declining to answer the question.

Bill reserved by counsel for plaintiff.

It is agreed in case of an appeal in this cause that the original ledger of the American national bank, in which the account of M. Schwartz & Co. appears, shall go up in the original.

It is also agreed that the pass book, which has been offered by counsel for the plaintiff, of the American national bank, with M. Schwartz & Co., shall go up in the original.

It is also agreed that the checks shall go up in the original. It is agreed between counsel for plaintiff and defendants that the witness H. W. Spear on the stand may at a later date produce the documents for which he was sent from the stand, and that they may, after being submitted to counsel for the defendant- and counsel for defendant-

being heard thereon, be offered and filed in evidence by plaintiff, subject to any objections that counsel for defendant- may urge.

Plaintiff rests.

94 Civil District Court, Parish of Orleans, Division "E."

F. L. RICHARDSON, Receiver of the American National Bank,
vs.
SUMPTER TURNER ET ALS. } No. 55364.

Note of Evidence for Defendants.

Counsel for defendant- offers, introduces, and asks to be filed in evidence record in case of M. Schwartz & Co. *vs.* Creditors, No. 50562 of the docket of this court, especially the procès verbal of the meeting of the creditors accepting the cession and electing syndics, and meeting of creditors to sell property and the inventory returned and filed in court.

It is agreed that in event of an appeal such parts of the record in insolvency may be selected as agreed upon between counsel and go up in the original.

Defendant- closes.

95 *Checks of M. Schwartz & Co. Paid by the American National Bank, from Folio 87 to Folio 178.*

Offered in evidence by counsel for plaintiff.

Check Drawn by M. Schwartz & Co. on American Nat'l Bank to the Order of Whitney Nat'l Bank for $9,563.70, Dated May 20th, 1896.

Offered in evidence by counsel for plaintiff.

Filed March 21st, 1899.

Civil District Court, Parish of Orleans, Division "E."

F. L. RICHARDSON, Receiver of the American National Bank,
vs.
SUMPTER TURNER and EDWARD WEIL, Syndics of M. Schwartz & Co. *et als.* } No. 55364.

No. 7571.

NEW ORLEANS, *May 20th*, 1896.

American nat'l bank, $9,563.70.

Pay to the order of Whitney nat'l bank ninety-five hundred and sixty-three 70/100 dollars.

(Signed) M. SCHWARTZ & CO.

(Sig.) M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American Nat'l Bank to the Order of Metropolitan Bank for $2,834.20, *Dated May 20th*, 1896.

Filed March 21st, 1899.

No. 7572.

NEW ORLEANS, *May 20th*, 1896.

American national bank, $2,834.20.

Pay to the order of Metropolitan bank twenty-eight hundred & thirty-four 20/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz on American National Bank to the Order of Bank of Commerce for $2,500.00, *Dated May 20*, 1896.

Filed March 21st, 1899.

No. 7573.

NEW ORLEANS, *May 20th*, 1896.

American national bank, $2,500.00.

Pay to the order of Bank of Commerce twenty-five hundred 00/100 dollars.

(Signed) M. SCHWARTZ.

M. Schwartz & Co.

96 *Check Drawn by M. Schwartz & Co. on American Nat'l Bank to the Order of American Nat'l Bank for* $550.00, *Dated May 20*, 1896.

Filed March 21st, 1899.

No. 7574.

NEW ORLEANS, *May 20th*, 1896.

American national bank, $550.00.

Pay to the order of American national bank five hundred and fifty 00/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Whitney Nat'l Bank for $9,566.70, *Dated May* 21, 1896.

Filed May 21st, 1899.

No. 7575.

M. Schwartz & Co.

NEW ORLEANS, *May* 21*st*, 1896.

American national bank, $9,566.70.

Pay to the order of Whitney nat. bank ninety-five hundred and sixty-six 70/100 dollars.

(Signed) M. SCHWARTZ & CO.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Metropolitan Bank for $2,834.40, *Dated May* 21, 1896.

Filed March 21st, 1899.

No. 7576.

M. Schwartz & Co.

NEW ORLEANS, *May* 21*st*, 1896.

American national bank, $2,834.40.

Pay to the order of Metropolitan bank twenty-eight hundred and thirty-four 40/100 dollars.

(Signed) M. SCHWARTZ & CO.

97 *Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Bank of Commerce for* $2,500, *Dated May* 21*st*, 1896.

Filed March 21st, 1899.

No. 7577.

M. Schwartz & Co.

NEW ORLEANS, *May* 21*st*, 1896.

American national bank, $2,500.00.

Pay to the order of Bank of Commerce twenty-five hundred 00/100 dollars.

(Signed) M. SCHWARTZ & CO.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Whitney Nat. Bank for $9,564.60, *Dated May* 22, 1896.

Filed March 21st, 1899.

No. 7578.

NEW ORLEANS, *May* 22*nd*, 1896.

American national bank, $9,564.60.

Pay to the order of Whitney nat. bank ninety-five hundred and sixty-four 60/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Metropolitan Bank for $2,836.40, *Dated May* 22, 1896.

Filed March 21st, 1899.

No. 7579.

NEW ORLEANS, *May* 22*nd*, 1896.

American national bank, $2,836.40.

Pay to the order of Metropolitan bank twenty-eight hundred and thirty-six 40/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Bank of Commerce for $2,500.00, *Dated May* 22*nd*, 1896.

Filed March 21st, 1899.

No. 7580.

NEW ORLEANS, *May* 22, 1896.

American national bank, $2,500.00.

Pay to the order of Bank of Commerce twenty-five hundred 00/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

98 *Check Drawn by M. Schwartz & Co. on American National Bank to the Order of A. Adler & Co. for* $1,000.00, *Dated May 22nd,* 1896.

Filed March 21st, 1899.

No. 7581.

NEW ORLEANS, *May 22nd,* 1896.

American national bank, $1,000.00.

Pay to the order of A. Adler & Co. one thousand 00/000 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Union Nat. Bank for $199.23, *Dated May 22nd,* —.

Filed March 21st, 1899.

No. 7582.

NEW ORLEANS, *May 22nd,* 1896.

American national bank, $199.23.

Pay to the order of Union national bank one hundred and ninety-nine 23/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Whitney Nat. Bank for $9,562.60, *Dated May 22nd,* 1896.

Filed March 21st, 1899.

No. 7583.

NEW ORLEANS, *May 23rd,* 1896.

American national bank, $9,562.60.

Pay to the order of Whitney nat. bank ninety-five hundred and sixty-two 60/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Metropolitan Bank for $2,834.20, *Dated May* 23, 1896.

Filed March 21st, 1899.

No. 7584.

NEW ORLEANS, *May 23rd*, 1896.

American national bank, $2,834.20.

Pay to the order of Metropolitan bank twenty-eight hundred and thirty-four 20/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

99 *Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Bank of Commerce for* $2,500.00, *Dated May 23rd*, 1896.

Filed March 21st, 1899.

No. 7585.

NEW ORLEANS, *May 23rd*, 1896.

American national bank, $2,500.00.

Pay to the order of Bank of Commerce twenty-five hundred 00/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Eiseman Bros. & Co. for $400.00, *Dated May* 23, 1896.

Filed March 21st, 1899.

No. 7586.

NEW ORLEANS, *May 23rd*, 1896.

American national bank, $400.00.

Pay to the order of Eiseman Bros. — Co. four hundred 00/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Whitney National Bank for $9,564.70, *Dated May* 25, 1896.

No. 7587.

NEW ORLEANS, *May 25th*, 1896.

American national bank, $9,564.70.

Pay to the order of Whitney nat. bank ninety-five hundred and sixty-four 70/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Metropolitan Bank for $2,834.60, *Dated May* 25, 1896.

No. 7588.

NEW ORLEANS, *May 25th*, 1896.

American national bank, $2,834.60.

Pay to the order of Metropolitan bank twenty-eight hundred and thirty-four 60/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

100 *Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Bank of Commerce for* $2,500.00, *Dated May 25th*, 1896.

Filed March 21st, 1899.

No. 7589.

NEW ORLEANS, *May 25th*, 1896.

American national bank, $2,500.00.

Pay to the order of Bank of Commerce twenty-five hundred 00/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of A. Adler & Co. for $1,700.00, *Dated May 25th*, 1896.

Filed March 21st, 1899.

No. 7590.

NEW ORLEANS, *May 25th*, 1896.

American national bank, $1,700.00.

Pay to the order of A. Adler & Co. seventeen hundred 00/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Eiseman Bros. & Co. for $600.00, *Dated May 25*, 1896.

Filed March 21st, 1899.

No. 7591.

NEW ORLEANS, *May 25th*, 1896.

American national bank, $600.00.

Pay to the order of Eiseman Bros. & Co. six hundred 00/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Whitney National Bank for $9,576.20, *Dated May 26*, 1896.

Filed March 21st, 1899.

No. 7592.

NEW ORLEANS, *May 26th*, 1896.

American national bank, $9,576.20.

Pay to the order of Whitney nat. bank ninety-five hundred and seventy-six 20/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

101 *Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Metropolitan Bank for* $2,835.40, *Dated May* 26, 1896.

Filed March 21st, 1899.

No. 7593.

M. Schwartz & Co.

NEW ORLEANS, *May 26th*, 1896.

American national bank, $2,835.40.

Pay to the order of Metropolitan bank twenty-eight hundred and thirty-five 40/100 dollars.

(Signed) M. SCHWARTZ & CO.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Bank of Commerce for $2,500.00, *Dated May 26th*, 1896.

Filed March 21st, 1899.

No. 7594.

M. Schwartz & Co.

NEW ORLEANS, *May* 26, 1896.

American national bank, $2,500.00.

Pay to the order of Bank of Commerce twenty-five hundred 00/100 dollars.

(Signed) M. SCHWARTZ & CO.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Whitney Nat. Bank for $9,563.60, *Dated May* 27, 1896.

Filed March 21st, 1899.

No. 7595.

M. Schwartz & Co.

NEW ORLEANS, *May 27th*, 1896.

American national bank, $9,563.60.

Pay to the order of Whitney national bank ninety-five hundred and sixty-three 60/100 dollars.

(Signed) M. SCHWARTZ & CO.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Metropolitan Bank for $2,834.60, *Dated May* 27, 1896.

Filed March 21st, 1899.

M. Schwartz & Co.

NEW ORLEANS, *May 27th*, 1896.

American national bank, $2,834.60.

Pay to the order of Metropolitan bank twenty-eight hundred and thirty-four 60/100 dollars.

(Signed) M. SCHWARTZ & CO.

102 *Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Bank of Commerce for* $2,500.00, *Dated May* 27, 1896.

Filed March 21st, 1899.

No. 7597.

M. Schwartz & Co.

NEW ORLEANS, *May 27th*, 1896.

American national bank, $2,500.00.

Pay to the order of Bank of Commerce twenty-five hundred 00/100 dollars.

(Signed) M. SCHWARTZ & CO.

Check Drawn on American National Bank to the Order of American Nat'l Bank for $341.00, *Dated May 27th*, 1896.

Filed March 21st, 1899.

No. 7598.

M. Schwartz & Co.

NEW ORLEANS, *May 27th*, 1896.

American national bank, $341.00.

Pay to the order of American nat. bank three hundred and forty-one 00/100 dollars.

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Check Drawn by M. Schwartz & Co. on American National Bank to the Order of American Nat. Bank for $425.00, *Dated May* 27, 1896.

Filed March 21st, 1899.

No. 7599.

NEW ORLEANS, *May 27th*, 1896.

American national bank, $425.00.

Pay to the order of American nat. bank four hundred and twenty-five 00/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of American National Bank for $9,563.60, *Dated May* 28, 1896.

Filed March 21st, 1896.

No. 7600.

NEW ORLEANS, *May* 28, 1896.

American national bank, $9,563.60.

Pay to the order of Whitney nat. bank ninety-five hundred and sixty-three 60/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

163 *Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Metropolitan Bank for* $2,834.60, *Dated May* 28, 1896.

Filed March 21st, 1899.

No. 7601.

NEW ORLEANS, *May 28th*, 1896.

American national bank, $2,834.60.

Pay to the order of Metropolitan bank twenty-eight hundred and thirty-four 60/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Bank of Commerce for $2,500.00, *Dated May* 28, 1896.

Filed March 21st, 1899.

No. 7602.

NEW ORLEANS, *May 28th*, 1896.

American national bank, $2,500.00.

Pay to the order of Bank of Commerce twenty-five hundred 00/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of A. Adler & Co. for $104.26, *Dated May 28th*, 1896.

Filed March 21st, 1899.

No. 7603.

NEW ORLEANS, *May 28th*, 1896.

American national bank, $104.26.

Pay to the order of A. Adler & Co. one hundred and four 26/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Germania Nat. Bank for $206.60, *Dated May* 28, 1896.

Filed March 21st, 1899.

No. 7604.

NEW ORLEANS, *May 28th*, 1896.

American national bank, $206.60.

Pay to the order of Germania nat. bank two hundred and six 60/100 dollars.

(Signed) M. SCHWARTZ.

M. Schwartz & Co.

104 *Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Canal Bank for* $16.93, *Dated May 28th*, 1896.

Filed March 21st, 1899.

No. 7605.

NEW ORLEANS, *May 28th*, 1896.

American national bank, $16.93.

Pay to the order of Canal bank sixteen 93/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Louisiana Nat. Bank for $123.00, *Dated May 28*, 1896.

Filed March 21st, 1899.

No. 7606.

NEW ORLEANS, *May 28th*, 1896.

American national bank, $123.00.

Pay to the order of Louisiana nat. bank one hundred and twenty-three 00/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Metropolitan Bank for $238, *Dated May 28th*, 1896.

Filed March 21st, 1899.

No. 7607.

NEW ORLEANS, *May 28th*, 1896.

American national bank, $238.00.

Pay to the order of Metropolitan bank two hundred and thirty-eight 00/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of R. M. Walsh, Act. Supt., for $114.40, *Dated May* 28, 1896.

Filed March 21st, 1899.

No. 7608.

NEW ORLEANS, *May 28th*, 1896.

American national bank. $114.40.

Pay to the order of R. M. Walsh, act. supt., one hundred and fourteen 40/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

105 *Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Southern Pac. Co. for* $105.76, *Dated May* 28, 1896.

Filed March 21st, 1899.

No. 7609.

NEW ORLEANS, *May 28th*, 1896.

American national bank. $105.76.

Pay to the order of Southern Pac. Co. one hundred and five 76/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Whitney Nat. Bank for $9,563.60, *Dated May* 29, 1896.

Filed March 21st, 1899.

No. 7611.

NEW ORLEANS, *May 29th*, 1896.

American national bank. $9,563.60.

Pay to the order of Whitney nat. bank ninety-*nine* hundred and sixty-three 60/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Metropolitan Bank for $2,836.70. *Dated May* 29, 1896.

Filed March 21st, 1899.

No. 7612.

M. Schwartz & Co.

NEW ORLEANS, *May* 29, 1896.

American national bank. $2,836.70.

Pay to the order of Metropolitan bank twenty-eight hundred and thirty-six 70/100 dollars.

(Signed) M. SCHWARTZ & CO.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Bank of Commerce for $2,500.00. *Dated May* 29, 1896.

Filed March 21st, 1899.

No. 7613.

M. Schwartz & Co.

NEW ORLEANS, *May 29th*, 1896.

American national bank. $2,500.00.

Pay to the order of Bank of Commerce twenty-five hundred 00/100 dollars.

(Signed) M. SCHWARTZ & CO.

106 *Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Whitney National Bank for* $9,564.70. *Dated May 30th*, 1896.

Filed March 21st, 1899.

No. 7614.

M. Schwartz & Co.

NEW ORLEANS, *May 30th*, 1896.

American national bank. $9,564.70.

Pay to the order of Whitney nat. bank ninety-five hundred and sixty-four 70/100 dollars.

(Signed) M. SCHWARTZ & CO.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Metropolitan Bank for $2,836.60, Dated May 30, 1896.

Filed March 21st, 1899.

No. 7615.

NEW ORLEANS, *May 30th*, 1896.

American national bank. $2,836.60.

Pay to the order of Metropolitan bank twenty-eight hundred and thirty-six 60/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Bank of Commerce for $2,500.00, Dated May 30th, 1896.

Filed March 21st, 1899.

No. 7616.

NEW ORLEANS, *May 30th*, 1896.

American national bank. $2,500.00.

Pay to the order of Bank of Commerce twenty-five hundred 00/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Whitney National Bank for $9,564.50. Dated June 1st, 1896.

Filed March 21st, 1899.

No. 7617.

NEW ORLEANS, *June 1st*, 1896.

American national bank. $9,564.60.

Pay to the order of Whitney nat. bank $9,564.60, ninety-five hundred and sixty-four 60/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

107 *Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Metropolitan Bank for* $2,834.80, *Dated June 1st*, 1896.

Filed March 21st, 1899.

No. 7618.

M. Schwartz & Co.

NEW ORLEANS, *June 1st*, 1896.

American national bank. $2,834.80.

Pay to the order of Metropolitan bank twenty-eight hundred and thirty-four 80/100 dollars.

(Signed) M. SCHWARTZ & CO.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Bank of Commerce for $2,500, *Dated June 4th*, 1896.

Filed March 21st, 1899.

No. 7619.

M. Schwartz & Co.

NEW ORLEANS, *June 4th*, 1896.

American national bank. $2,500.00.

Pay to the order of Bank of Commerce twenty-five hundred 00/100 dollars.

(Signed) M. SCHWARTZ & CO.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of A. Adler & Co. for $2,002.67, *Dated June 1st*, 1896.

Filed March 21st, 1899.

No. 7620.

M. Schwartz & Co.

NEW ORLEANS, *June 1st*, 1896.

American national bank. $2,002.67.

Pay to the order of A. Adler & Co. two thousand and two 67/100 dollars.

(Signed) M. SCHWARTZ & CO.

Check Drawn by M. Schwartz & Co. for $725.00, *Dated June 1st*, 1899.

Filed March 21st, 1899.

No. 7621.

NEW ORLEANS, *June 1st*, 1899.

American national bank, $725.00.

Pay to the order of Eiseman Bros. & Co. seven hundred and twenty-five 00/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

108 *Check Drawn by M. Schwartz & Co. on American National Bank to the Order of American Nat. Bank for* $425, *Dated June 1st*, 1896.

Filed March 21st, 1899.

No. 7622.

NEW ORLEANS, *June 1st*, 1896.

American national bank, $425.00.

Pay to the order of American nat. bank four hundred and twenty-five 00/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Louisiana nat. for $95.00, *Dated June 1st*, 1896.

Filed March 21st, 1899.

No. 7623.

NEW ORLEANS, *June 1st*, 1896.

American national bank, $95.00.

Pay to the order of Louisiana nat. bank ninety-five 00/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Canal Bank for $113.43, *Dated June 1st*, 1896.

Filed March 21st, 1899.

No. 7624.

NEW ORLEANS, *June 1st*, 1896.

American national bank, $113.43.

Pay to the order of Canal bank one hundred and thirteen 43/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Whitney nat. bank for $9,568.60, *Dated June 2*, 1896.

Filed March 21st, 1899.

No. 7625.

NEW ORLEANS, *June 2nd*, 1896.

American national bank, $9,568.60.

Pay to the order of Whitney nat. bank ninety-five hundred and sixty-eight 60/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

109 *Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Metropolitan Bank for* $2,836.60, *Dated June 2*, 1896.

Filed March 21st, 1899.

No. 7626.

NEW ORLEANS, *June 2nd*, 1896.

American national bank, $2,836.60.

Pay to the order of Metropolitan bank twenty-eight hundred and thirty-six 60/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Bank of Commerce for $2,500, Dated June 2nd, 1896.

Filed March 21st, 1899.

No. 7627.

NEW ORLEANS, *June 2nd*, 1896.

American national bank, $2,500.00.

Pay to the order of Bank of Commerce twenty-five hundred 00/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Sol. Reinach for $10, Dated June 1st, 1896.

Filed March 21st, 1899.

No. 7629.

NEW ORLEANS, *June 2nd*, 1896.

American national bank, $10.00.

Pay to the order of Sol. Reinach ten 00/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of A. Commander for $38.75, Dated June 2nd, 1896.

Filed March 21st, 1899.

No. 7630.

NEW ORLEANS, *June 2nd*, 1896.

American national bank, $38.75.

Pay to the order of A. Commander thirty-eight 75/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Inscription on reverse of check:

For deposit by—

(Sig) A. COMMANDER.

110 *Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Bearer for* $50.00, *Dated June 2nd*, 1896.

Filed March 21st, 1899.

No. 7631.

NEW ORLEANS, *June 2nd*, 1896.

American national bank, $50.00.

Pay to the order of bearer fifty 00/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Great South. Tel. & Tel. Co. for $24, *Dated June 2nd*, 1896.

Filed March 21st, 1899.

No. 7632.

NEW ORLEANS, *June 2nd*, 1896.

American national bank, $24.00.

Pay to the order of Great South. Tel. & Tel. Co. twenty-four 00/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of G. Moses & Son for $35.00, *Dated June 2nd*, 1896.

Filed March 21st, 1896.

No. 7633.

NEW ORLEANS, *June 2nd*, 1896.

American national bank, $35.00.

Pay to the order of G. Moses & Son thirty-five 00/100 —.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Southern Pac. Co. for $88.64, *Dated June* 2, 1896.

Filed March 21st, 1899.

No. 7635.

NEW ORLEANS, *June 2nd*, 1896.

American national bank, $88.64.

Pay to the order of Southern Pac. Co. eighty-eight 64/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

111 *Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Whitney National Bank for* $9,566.80, *Dated June 3rd*, 1896.

Filed March 21st, 1899.

No. 7637.

NEW ORLEANS, *June 3rd*, 1896.

American national bank, $9,566.80.

Pay to the order of Whitney nat. bank ninety-five hundred and sixty-six 80/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Metropolitan Bank for $2,837.40, *Dated June* 3, 1896.

Filed March 21st, 1899.

No. 7638.

NEW ORLEANS, *June 3rd*, 1896.

American national bank, $2,837.40.

Pay to the order of Metropolitan bank twenty-eight hundred and thirty-seven 40/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Bank of Commerce for $2,500.00, *Dated June 3rd*, 1896.

Filed March 21st, 1899.

No. 7639.

NEW ORLEANS, *June 3rd*, 1896.

American national bank, $2,500.00.

Pay to the order of Bank of Commerce twenty-five hundred 00/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Union National Bank for $471.90, *Dated June* 3, 1896.

Filed March 21st, 1899.

No. 7640.

NEW ORLEANS, *June 3rd*, 1896.

American national bank, $471.90.

Pay to the order of Union nat. bank four hundred and seventy-one 90/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

112 *Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Whitney Nat. Bank for* $150, *Dated June 3rd*, 1896.

Filed March 21st, 1899.

No. 7641.

NEW ORLEANS, *June 3rd*, 1896.

American national bank, $150.00.

Pay to the order of Whitney nat. bank one hundred and fifty 00/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Wakerbath, Joseph & Co. for $111.35, *Dated June 3rd*, 1896.

Filed March 21st, 1899.

No. 7642.

NEW ORLEANS, *June 3rd*, 1896.

American national bank, $111.35.

Pay to the order of Wakerbath, Joseph & Co. one hundred and eleven 00/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Whitney Nat. Bank for $9,567.60, *Dated June 4*, 1896.

Filed March 21st, 1899.

No. 7643.

NEW ORLEANS, *June 4th*, 1896.

American national bank, $9,567.60.

Pay to the order of Whitney nat. bank ninety-five hundred and sixty-seven 60/100 dollars.

(Signed) M. SCHWARTZ & Co.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Metropolitan Bank for $2,835.50, *Dated June 4*, 1896.

Filed March 21st, 1899.

No. 7644.

NEW ORLEANS, *June 4th*, 1896.

American national bank, $2,835.50.

Pay to the order of Metropolitan bank twenty-eight hundred and thirty-five 50/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

113 *Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Bank of Commerce for* $2,500, *Dated June 4th*, 1896.

Filed March 21st, 1899.

No. 7645.

NEW ORLEANS, *June 4th*, 1896.

American national bank, $2,500.00.

Pay to the order of Bank of Commerce twenty-five hundred 00/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Texas & Pacific R'y Co. for $59.91, *Dated June 4th*, 1896.

Filed March 21st, 1899.

No. 7646.

NEW ORLEANS, *June 4th*, 1896.

American national bank, $59.91.

Pay to the order of Texas & Pacific R'y Co. fifty-nine 91/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Southern Pacific Co. for $45.60, *Dated June 4*, 1896.

Filed March 21st, 1899.

No. 7647.

NEW ORLEANS, *June 4th*, 1896.

American national bank, $45.60.

Pay to the order of Southern Pacific Co. forty-five 60/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Yazoo & M. V. R. R. Co. for $102.51, *Dated June 4th, 1896.*

Filed March 21, 1899.

No. 7648.

NEW ORLEANS, *June 4th*, 1896.

American national bank. $102.51.

Pay to the order of Yazoo & M. V. R. Co. one hundred and two 51 100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

114 *Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Whitney Nat. Bank for* $575.00, *Dated June 4, 1896.*

Filed March 21st, 1899.

No. 7649.

NEW ORLEANS, *June 4th*, 1896.

American national bank. $575.00.

Pay to the order of Whitney nat. bank five hundred and seventy-five 00 100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Metropolitan Bank for $83.33, *Dated June 4, 1896.*

Filed March 21st, 1899.

No. 7650.

NEW ORLEANS, *June 4th*, 1896.

American national bank. $83.33.

Pay to the order of Metropolitan bank eighty-three 33 100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Union National Bank for $100, *Dated June* 4, 1896.

Filed March 21st, 1899.

No. 7651.

NEW ORLEANS, *June 4th*, 1896.

American national bank, $100.00.

Pay to the order of Union nat. bank one hundred 00/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Whitney Nat. Bank for $70, *Dated June 4th* 1896.

Filed March 21st, 1899.

No. 7652.

NEW ORLEANS, *June 4th* 1896.

American national bank.

Pay to the order of Whitney nat. bank seventy 00/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

115 *Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Louisiana Nat. Bank for* $50, *Dated June* 4, 1896.

Filed March 21st, 1899.

No. 7653.

NEW ORLEANS, *June 4th*, 1896.

American national bank. $50.00.

Pay to the order of Louisiana nat. bank fifty 00/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Southern Pac. Co. for $30, Dated June 5th, 1896.

Filed March 21st, 1899.

No. 7654.

NEW ORLEANS, *June 5th*, 1896.

American national bank. $30.00.

Pay to the order of Southern Pac. Co. thirty 00/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Whitney Nat. Bank for $9,566.60, Dated June 5, 1896.

Filed March 21st, 1899.

No. 7655.

NEW ORLEANS, *June 5th*, 1896.

American national bank. $9,566.60.

Pay to the order of Whitney national bank ninety-five hundred and sixty-six 60/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Metropolitan Bank for $2,836.40, Dated June 5, 1896.

Filed March 21st, 1899.

No. 7656.

NEW ORLEANS, *June 5th*, 1896.

American national bank. $2,836.40.

Pay to the order of Metropolitan bank twenty-eight hundred and thirty-six 40/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

116 *Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Bank of Commerce for* $2,500, *Dated June 5th*, 1896.

Filed March 21st, 1899.

No. 7657.

M. Schwartz & Co.

NEW ORLEANS, *June 5th*, 1896.

American national bank. $2,500.00.

Pay to the order of Bank of Commerce twenty-five hundred 00/100 dollars.

(Signed) M. SCHWARTZ & CO.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Chas. S. Rice for $100, *Dated June 5th*, 1896.

Filed March 21st, 1899.

No. 7658.

M. Schwartz & Co.

NEW ORLEANS, *June 5th*, 1896.

American national bank. $100.00.

Pay to the order of Chas. S. Rice one hundred 00/100 dollars.

(Signed) M. SCHWARTZ & CO.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Southern Pac. Co. for $27.60, *Dated June 5*, 1896.

Filed March 21st, 1899.

No. 7660.

M. Schwartz & Co.

NEW ORLEANS, *June 5th* 1896.

American national bank. $27.60.

Pay to the order of Southern Pac. Co. twenty-seven 60/100 dollars.

(Signed) M. SCHWARTZ & CO.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Whitney National Bank for $9,565.70. *Dated June 5, 1896.*

Filed March 21st, 1899.

No. 7662.

NEW ORLEANS, *June 6th*, 1896.

American national bank. $9,565.70.

Pay to the order of Whitney nat. bank ninety-five hundred and sixty-five 70/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

117 *Check Drawn on American National Bank to the Order of Metropolitan Bank for* $2,835.40. *Dated June 6, 1896.*

Filed March 21st, 1899.

No. 7663.

NEW ORLEANS *June 6th*, 1896.

American national bank. $2,835.40.

Pay to the order of Metropolitan bank twenty-eight hundred and thirty-five 40/100 dollars.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Bank of Commerce for $2,500. *Dated June 6th, 1896.*

Filed March 21st, 1899.

No. 7664.

NEW ORLEANS, *June 6th*, 1896.

American national bank. $2,500.00.

Pay to the order of Bank of Commerce twenty-five hundred 00/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of M. W. Newman for $1,200. *Dated June 6th*, 1896.

Filed March 21st, 1899.

No. 7665.

NEW ORLEANS, *June 6th*, 1896.

American national bank. $1,200.00

Pay to the order of M. W. Newman twelve hundred 00/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Ex. in N. Y., favor A. Adler & Co., for $1,000.00. *Dated June 6th*, 1896.

Filed March 21st, 1899.

No. 7666.

NEW ORLEANS, *June 6th*, 1896.

American national bank. $1,000.00

Pay to the order of ex. in N. Y., favor A. Adler & Co., one hundred 00/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

118 *Check Drawn by M. Schwartz & Co. on American National Bank to the Order of A. Adler & Co. for* $500.00. *Dated June 6th*, 1896.

Filed March 21st, 1899.

No. 7668.

NEW ORLEANS, *June 6th*, 1896.

American national bank. $500.00

Pay to the order of A. Adler & Co. five hundred 00/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Whitney National Bank for $9,568.80, Dated June 8th, 1896.

Filed March 21st, 1899.

No. 7669.

NEW ORLEANS, *June 8th*, 1896.

American national bank. $9,568.80.

Pay to the order of Whitney national bank ninety-five hundred and sixty-eight 80-100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Metropolitan Bank for $2,835.20, Dated June 8, 1896.

Filed March 21st, 1899.

No. 7670.

NEW ORLEANS, *June 8th*, 1896.

American national bank. $2,835.20.

Pay to the order of Metropolitan bank twenty-eight hundred and thirty-five 20-100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Bank of Commerce for $2,500.00, Dated June 8, 1896.

Filed March 21st, 1899.

No. 7671.

NEW ORLEANS, *June 8th*, 1896.

American national bank. $2,500.00.

Pay to the order of Bank of Commerce twenty-five hundred 00-100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

119 *Check Drawn by M. Schwartz & Co. on American National Bank to the Order of A. Van Wackerbath for* $200. *Dated June* 8, 1896.

Filed March 21st, 1899.

No. 9672.

NEW ORLEANS, *June 8th*, 1896.

American national bank, $200.00.

Pay to the order of A. Van Wackerbath two hundred 00/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Eisman Bros. & Co. for $600.00, *Dated June* 8, 1896.

Filed March 21st, 1896.

No. 7673.

NEW ORLEANS, *June 8th*, 1896.

American national bank, $600.00.

Pay to the order of Eiseman Bros. & Co. six hundred 00/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Eisman Bros. & Co. for $600.00, *Dated June* 8, 1896.

Filed March 21st, 1899.

No. 7674.

NEW ORLEANS, *June 8th*, 1896.

American national bank, $600.00.

Pay to the order of Eiseman Bros. & Co. six hundred 00/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of A. Adler & Co. for $1,000.00, *Dated June* 8, 1896.

Filed March 21st, 1899.

No. 7675.

NEW ORLEANS, *June 8th*, 1896.

American national bank, $1,000.00.

Pay to the order of A. Adler & Co. one thousand dollars.
(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

120 *Check Drawn by M. Schwartz & Co. on American National Bank to the Order of New Orleans Nat. Bank for* $130.75, *Dated June* 8, 1896.

Filed March 21st, 1899.

No. 7676.

NEW ORLEANS, *June 8th*, 1898.

American national bank. $130.75.

Pay to the order of New Orleans nat. bank $130.75, one hundred and thirty 75/100 dollars.
(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Louisiana Nat. Bank for $91.85, *Dated June* —, 1896.

Filed March 21st, 1899.

No. 7677.

NEW ORLEANS, *June* —, 1896.

American national bank. $91.85.

Pay to the order of Louisiana nat. bank ninety-one 85/100 dollars.
(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to th Order of Southern Pac. Co. for $45.60, *Dated June* 8, 1896.

Filed March 21st, 1899.

No. 7678.

NEW ORLEANS, *June 8th*, 1896.

American national bank, $45.60.

Pay to the order of Southern Pac. Co. forty-five 60/100 dollar

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to th Order of Texas & Pacific R. R. Co. for $75.00, *Dated June 8th*, 1896.

Filed March 21st, 1896.

No. 7679.

NEW ORLEANS, *June 8th*, 1896.

American national bank, $75.00.

Pay to the order of Texas & Pacific R. R. Co. seventy-five 00/10 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

121 *Check Drawn by M. Schwartz & Co. on American National Ban to the Order of Whitney Nat. Bank for* $9,565.70, *Dated Jun* 9, 1896.

Filed March 21st, 1899.

No. 7680.

NEW ORLEANS, *June 9th*, 1896.

American national bank, $9,565.70.

Pay to the order of Whitney nat. bank ninety-five hundre & sixty-five 70/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Metropolitan Bank for $2,834.80, *Dated June* 9, 1896.

Filed March 21st, 1899.

No. 7681.

NEW ORLEANS, *June 9th*, 1896.

American national bank, $2,834.80.

Pay to the order of Metropolitan bank twenty-eight hundred & thirty-four 80 / 100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Bank of Commerce for $2,500.00, *Dated June 9th*, 1896.

Filed March 21st, 1899.

No. 7682.

NEW ORLEANS, *June 9th*, 1896.

American national bank, $2,500.00.

Pay to the order of Bank of Commerce twenty-five hundred 00 / 100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of A. Harris for $50.00, *Dated June 9th*, 1896.

Filed March 21st, 1899.

No. 7683.

NEW ORLEANS, *June 9th*, 1896.

American national bank, $50.00.

Pay to the order of A. Harris fifty 00 / 100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

122 *Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Bearer for* $200.00, *Dated June 9th*, 1896.

Filed March 21st, 1899.

No. 7684.

M. Schwartz & Co.

NEW ORLEANS, *June 9th*, 1896.

American national bank, $200.00.

Pay to the order of bearer two hundred 00/100 dollars.

(Signed) M. SCHWARTZ & CO.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of A. Jordet for $1,400.00, *Dated June 9th*, 1896.

Filed March 21st, 1899.

No. 7685.

M. Schwartz & Co.

NEW ORLEANS, *June 9th*, 1896.

American national bank, $1,400.00.

Pay to the order of A. Jordet fourteen hundred 00/100 dollars.

(Signed) M. SCHWARTZ & CO.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Jos. P. Finnegan, $50.00, *Dated June 9th*, 1896.

Filed March 21st, 1899.

No. 7686.

M. Schwartz & Co.

NEW ORLEANS, *June 9th*, 1896.

American national bank, $50.00.

Pay to the order of Jos. P. Finnegan fifty 00/100 dollars.

(Signed) M. SCHWARTZ & CO.

Check Drawn by M. Schwartz on American National Bank to the Order of Louisville & Nashville R. R. Co., $50.40, Dated June 10th, 1896.

Filed March 21st, 1899.

No. 7687.

NEW ORLEANS, *June 10th*, 1896.

American national bank, $50.40.

Pay to the order of Louisville & Nashville R. R. Co. fifty 40/100 dollars.

(Signed) M. SCHWARTZ.

M. Schwartz & Co.

123 *Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Whitney Nat. Bank, $9,567.60, Dated June 10th, 1896.*

Filed March 21st, 1899.

No. 7688.

NEW ORLEANS, *June 10th*, 1896.

American national bank, $9,567.60.

Pay to the order of Whitney nat. bank ninety-five hundred & sixty-seven 60/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Metropolitan Bank, $2,839.40, Dated June 10th, 1896.

Filed March 21st, 1899.

No. 7689.

NEW ORLEANS, *June 10th*, 1896.

American national bank, $2,837.40.

Pay to the order of Metropolitan bank twenty-eight hundred & thirty-seven 40/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Bank of Commerce, $2,500.00, Dated June 10th, 1896.

Filed March 21st, 1899.

No. 7690.

NEW ORLEANS, *June 10th*, 1896.

American national bank, $2,500.00.

Pay to the order of Bank of Commerce twenty-five hundred 00/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Metropolitan Bank, $125.00, Dated June 10th, 1896.

Filed March 21st, 1899.

No. 7691.

NEW ORLEANS, *June 10th*, 1896.

American national bank, $125.00.

Pay to the order of Metropolitan bank one hundred & twenty-five 00/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

124 *Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Hibernia Nat. Bank, $453.31, Dated June 10th, 1896.*

Filed March 21st, 1899.

No. 7692.

NEW ORLEANS, *June 10th*, 1896.

American national bank, $453.31.

Pay to the order of Hibernia nat. bank four hundred and fifty-three 31/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of American National Bank, $550.00, Dated June 10, 1896.

Filed March 21st, 1899.

No. 7693.

NEW ORLEANS, *June 10th*, 1896.

American national bank, $550.00.

Pay to the order of American national bank four hundred and fifty 00/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Texas & Pacific Railway Co., $24.28, Dated June June 10*th*, 1896.

Filed March 21st, 1899.

No. 7694.

NEW ORLEANS, *June 10th*, 1896.

American national bank, $24.28.

Pay to the order of Texas & Pacific Railway Co. twenty-four 28/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of John L. Ahnett, $50, Dated June 10th, 1896.

Filed March 21st, 1899.

No. 7695.

NEW ORLEANS, *June 10th*, 1896.

American national bank, $50.00.

Pay to the order of John L. Ammett fifty 00/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

125 *Check Drawn by M. Schwartz & Co. on American National Bank to the Order of A. Adler & Co., $1,400.00, Dated June 11th, 1896.*

Filed March 21st, 1899.

No. 7696.

NEW ORLEANS, *June 11th*, 1896.

American national bank, $1,400.00.

M. Schwartz & Co.

Pay to the order of A. Adler & Co. fourteen hundred 00/100 dollars.

(Signed) M. SCHWARTZ & CO.

Inscription on reverse: For deposit to the credit of—

(Sig.) A. ADLER & CO.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Whitney Nat. Bank, $9,567.60, Dated June 11th, 1896.

Filed March 21st, 1899.

No. 7697.

NEW ORLEANS, *June 11th*, 1896.

American national bank, $9,567.60.

M. Schwartz & Co.

Pay to the order of Whitney nat. bank ninety-five hundred & sixty-seven 60/100 dollars.

(Signed) M. SCHWARTZ & CO.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Metropolitan Bank, $2,835.70, Dated June 11th, 1896.

Filed March 21st, 1899.

No. 7698.

NEW ORLEANS, *June 11th*, 1896.

American national bank, $2,835.70.

M. Schwartz & Co.

Pay to the order of Metropolitan bank twenty-eight hundred & thirty-five 70/100 dollars.

(Signed) M. SCHWARTZ & CO.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Bank of Commerce, $2,500, Dated June 11th, 1896.

Filed March 21st, 1899.

No. 7699.

NEW ORLEANS, *June 11th*, 1896.

American national bank. $2,500.00.

Pay to the order of Bank of Commerce twenty-five hundred 00/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

126 *Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Illinois Central R. R. Co., $265.60, Dated June 11th, 1896.*

Filed March 21st, 1899.

No. 7700.

NEW ORLEANS, *June 11th*, 1896.

American national bank. $265.60.

Pay to the order of Illinois Central R. R. Co. two hundred & sixty-five 60/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Whitney Nat. Bank, $9,567.60, Dated June 12th, 1896.

Filed March 21st, 1899.

No. 7701.

NEW ORLEANS, *June 12th*, 1896.

American national bank. $9,567.60.

Pay to the order of Whitney nat. bank ninety-five hundred & sixty-seven 60/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Metropolitan Bank, $2,835.70, Dated June 12th, 1896.

Filed March 21st, 1899.

No. 7702.

NEW ORLEANS, *June 12th*, 1896.

American national bank, $2,835.70.

Pay to the order of Metropolitan bank twenty-five hundred & thirty-five 70 100 dollars

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Bank of Commerce, $2,500, Dated June 12th, 1896.

Filed March 21st, 1899.

No. 7703.

NEW ORLEANS, *June 12th*, 1896.

American national bank, $2,500.00.

Pay to the order of Bank of Commerce twenty-five hundred 00 100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

127 *Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Eisman Bros. & Co. $450.00, Dated June 12th, 1896.*

Filed March 21st, 1899.

No. 7704.

NEW ORLEANS, *June 12th*, 1896.

American national bank, $450.00.

Pay to the order of Eisman Bros. & Co. four hundred and fifty 00 100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Inscription on reverse: For deposit for acc't of—

(Sig.) EISEMAN BROS. & CO.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of A. Adler & Co. $1,250. *Dated June 12th*, 1896.

Filed March 21st, 1899.

No. 7705.

NEW ORLEANS, *June 12th*, 1896.

American national bank. $1,250.

Pay to the order of A. Adler & Co. twelve hundred & fifty 00/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Inscription on reverse: To the credit of—

(Sig.) A. ADLER & CO.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Whitney Nat. Bank, $9,565.80. *Dated June 13th*, 1896.

Filed March 21st, 1899.

No. 7706.

NEW ORLEANS, *June 13th*, 1896.

American national bank. $9,565.80.

Pay to the order of Whitney nat. bank ninety-five hundred & sixty-five 80/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Metropolitan Bank, $2,834.80. *Dated June 13th*, 1896.

Filed March 21st, 1896.

No. 7707.

NEW ORLEANS, *June 13th*, 1896.

American national bank. $2,834.80.

Pay to the order of Metropolitan bank twenty-eight hundred & thirty-four 80/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

128 *Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Bank of Commerce, $2,500.00, Dated June 13th, 1896.*

Filed March 21st, 1899.

No. 7708.

NEW ORLEANS, *June 13th*, 1896.

American national bank, $2,500.00.

Pay to the order of Bank of Commerce twenty-five hundred 00/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Eiseman Bros. & Co., $900.00, Dated June 13th, 1896.

Filed March 21st, 1899.

No. 7709.

NEW ORLEANS, *June 13th*, 1896.

American national bank, $900.00.

Pay to the order of Eiseman Bros. & Co. nine hundred 00/100 dollars.

(Signed) M. SCHWARTZ & CO.

Inscription on reverse: For acc't of—

(Sig.) EISEMAN BROS. & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of A. Adler & Co., $2,000.00, Dated June 13th, 1896.

Filed March 21st, 1899.

No. 7710.

NEW ORLEANS, *June 13th*, 1896.

American national bank, $2,000.00.

Pay to the order of A. Adler & Co. two thousand 00/100 dollars.

(Signed) M. SCHWARTZ & CO.

Inscription on reverse: To the credit of—

(Sig.) A. ADLER & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Whitney Nat. Bank, $9,567.40, Dated June 15th, 1896.

Filed March 21st, 1899.

No. 7711.

NEW ORLEANS, *June 15th*, 1896.

American national bank, $9,567.40.

Pay to the order of Whitney nat. bank ninety-five hundred & sixty-seven 40/100 dollars.

(Signed) M. SCHWARTZ & CO.

29 *Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Metropolitan Bank, $2,836.60, Dated June 15, 1896.*

Filed March 21st, 1899.

No. 7712.

NEW ORLEANS, *June 15th*, 1896.

American national bank, $2,836.60.

Pay to the order of Metropolitan bank twenty-eight hundred & thirty-six 60/100 dollars.

(Signed) M. SCHWARTZ & CO.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Bank of Commerce, $2,500.00, Dated June 15th, 1896.

Filed March 21st, 1899.

No. 7713.

NEW ORLEANS, *June 15*, 1896.

American national bank, $2,500.00.

Pay to the order of Bank of Commerce twenty-five hundred 00/100 dollars.

(Signed) M. SCHWARTZ & CO.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of A. Adler & Co., $2,000.00, Dated June 15th, 1896.

Filed March 21st, 1899.

No. 7714.

M. Schwartz & Co.

NEW ORLEANS, *June 15th*, 1896.

American national bank, $2,000.00.

Pay to the order of A. Adler & Co. two thousand 00/100 dollars.

(Signed) M. SCHWARTZ & CO.

Inscription on reverse: For deposit to the credit of—

(Sig.) A. ADLER & CO.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Whitney National Bank, $9,568.70, Dated June 16, 1896.

Filed March 21st, 1899.

No. 7715.

M. Schwartz & Co.

NEW ORLEANS, *June 16th*, 1896.

American national bank, $9,568.70.

Pay to the order of Whitney nat. bank ninety-five hundred & sixty-eight 70/100 dollars.

(Signed) M. SCHWARTZ & CO.

[Across the face: A circle in red ink.]

130 *Check Drawn Blank on American National Bank to the Order of Metropolitan Bank, $2,836.40, Dated June 16th, 1896.*

Filed March 21st, 1899.

No. 7716.

M. Schwartz & Co.

NEW ORLEANS, *June 16th*, 1896.

American national bank, $2,836.40.

Pay to the order of Metropolitan bank twenty-eight hundred & thirty-six 40/100 dollars.

——— ———.

[Across the face: A circle in red ink.]

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Bank of Commerce, $2,500.00, Dated June 16th, 1896.

Filed March 21st, 1899.

No. 7717.

NEW ORLEANS, *June 16th*, 1896.

American national bank, $2,500.00.

Pay to the order of Bank of Commerce twenty-five hundred 00/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

[Across the face: A circle in red ink.]

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Cantey & Co., $369.39, Dated June 16th, 1896.

Filed March 21st, 1899.

No. 7718.

NEW ORLEANS, *June 16th*, 1896.

American national bank, $369.39.

Pay to the order of Cantey & Co. three hundred & sixty-nine 39/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of A. Adler & Co., $1,000.00, Dated June 16th, 1896.

Filed March 21st, 1899.

No. 7719.

NEW ORLEANS, *June 16th*, 1896.

American national bank, $1,000.00.

Pay to the order of A. Adler & Co. one thousand 00/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Inscription on reverse of check: For deposit to the credit of—

(Sig.) A. ADLER & CO.

131 *Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Whitney Nat. Bank, $9,566.40, Dated June 17th, 1896.*

Filed March 21st, 1899.

No. 7720.

M. Schwartz & Co.

NEW ORLEANS, *June 17th*, 1896.

American national bank, $9,566.40.

Pay to the order of Whitney national bank ninety-five hundred & sixty-six 40/100 dollars. *ninety-five hundred & sixty-six 40/100.*

(Signed) M. SCHWARTZ & CO.

[Across the face: A circle in red ink.]

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Metropolitan Bank, $2,834.70, Dated June 17th, 1896.

Filed March 21st, 1899.

No. 7721.

M. Schwartz & Co.

NEW ORLEANS, *June 17th*, 1896.

American national bank, $2,834.70.

Pay to the order of Metropolitan bank twenty-eight hundred & thirty-four 70/100 dollars.

(Signed) M. SCHWARTZ & CO.

[Across the face: A circle in red ink.]

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Bank of Commerce, $2,500.00, Dated June 17th, 1896.

Filed March 21st, 1896.

No. 7722.

M. Schwartz & Co.

NEW ORLEANS, *June 17th*, 1896.

American national bank, $2,500.00.

Pay to the order of Bank of Commerce twenty-five hundred 00/100 dollars.

(Signed) M. SCHWARTZ & CO.

[Across the face: A circle in red ink.]

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Whitney National Bank, $9,567.80, Dated June 18, 1896.

Filed March 21st, 1899.

No. 7723.

NEW ORLEANS, *June 18th*, 1896.

American national bank, $9,567.80.

Pay to the order of Whitney nat. bank ninety-five hundred & sixty-seven 80/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

[Across the face: A circle in red ink.]

132 *Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Metropolitan Bank, $2,834.80, Dated June 18th 1896.*

Filed March 21st, 1899.

No. 7724.

NEW ORLEANS, *June 18th*, 1896.

American national bank, $2,834.80.

Pay to the order of Metropolitan bank twenty-eight hundred & thirty-four 80/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

[Across the face: A circle in red ink.]

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Bank of Commerce, $2,500.00, Dated June 18th, 1896.

Filed March 21st, 1899.

No. 7725.

NEW ORLEANS, *June 18th*, 1896.

American national bank, $2,500.00.

Pay to the order of Bank of Commerce twenty-five hundred 00/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of State Nat. Bank, $261.66, Dated June —, 1896.

Filed March 21st, 1899.

No. 7726.

NEW ORLEANS, *June* —, 1896.

American national bank. $261.66.

Pay to the order of State nat. bank two hundred & sixty-one 66/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Whitney National Bank, $1,507.10, Dated June 18, 1896.

Filed March 21st, 1896.

No. 7727.

NEW ORLEANS, *June 18th*, 1896.

American national bank. $1,507.10.

Pay to the order of Whitney nat. bank fifteen hundred & seven 10/100 dollars.

(Signed) M. SCHWARTZ, & CO.

M. Schwartz & Co.

133 *Check Drawn by M. Schwartz & Co. on American National Bank to the Order of A. Adler & Co., $2,000.00, Dated June 18th, 1896.*

Filed March 21st, 1899.

No. 7728.

NEW ORLEANS, *June 18th*, 1896.

American national bank, $2,000.00.

Pay to the order of A. Adler & Co. two thousand 00/100 dollars.

(Signed) M. SCHWARTZ & CO.

Inscription on reverse: For deposit to the credit of—

(Sig.) A. ADLER & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of M. W. Newman, $1,200.00, Dated June 18th, 1896.

Filed March 21st, 1899.

No. 7729.

NEW ORLEANS, *June 18th*, 1896.

American national bank. $1,200.00.

Pay to the order of M. W. Newman twelve hundred 00/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Inscription on reverse: For deposit.

(Sig.) M. W. NEWMAN.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of State Nat. Bank, $245.97, Dated June 18th, 1896.

Filed March 21st, 1899.

No. 7730.

NEW ORLEANS, *June 18th*, 1896.

American national bank. $245.97.

Pay to the order of State nat. bank two hundred and forty 97/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Whitney Nat. Bank, $9,568.60, Dated June 19th, 1896.

Filed March 21st, 1899.

No. 7731.

NEW ORLEANS, *June 19th*, 1896.

American national bank. $9,568.60.

Pay to the order of Whitney nat. bank ninety-five hundred & sixty-eight 60/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

134 *Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Metropolitan Bank, $2,837.40, Dated June 19th, 1896.*

Filed March 21st, 1899.

No. 7732.

NEW ORLEANS, *June 19th*, 1896.

American national bank, $2,837.40.

Pay to the order of Metropolitan bank twenty-eight hundred & thirty-seven 40/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Bank of Commerce, $2,500.00, Dated June 19th, 1896.

Filed March 21st, 1899.

No. 7733.

NEW ORLEANS, *June 19th*, 1896.

American national bank, $2,500.00.

Pay to the order of Bank of Commerce twenty-five hundred 00/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of American Nat. Bank, $700.00, Dated June 19th, 1896.

Filed March 21st, 1899.

NEW ORLEANS, *June 19th*, 1896.

American national bank, $700.00.

Pay to the order of American nat. bank seven hundred — 00/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Whitney Nat. Bank, $9,567.60, Dated June 20th, 1896.

Filed March 21st, 1899.

No. 7735.

NEW ORLEANS, *June 20th*, 1896.

American national bank. $9,567.60.

Pay to the order of Whitney nat. bank ninety-five hundred & seventy-seven 60/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

135 *Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Metropolitan Bank, $2,836.80, Dated June 20th, 1896.*

Filed March 21st, 1899.

No. 7736.

NEW ORLEANS, *June* 20, 1896.

American national bank. $2,836.80.

Pay to the order of Metropolitan bank twenty-eight hundred & thirty-six 80/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Bank of Commerce, $2,500.00, Dated June 20th, 1896.

Filed March 21st, 1899.

No. 7737.

NEW ORLEANS, *June 20th*, 1896.

American national bank, $2,500.00.

Pay to the order of Bank of Commerce twenty-five hundred 00/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Whitney Nat. Bank, $9,568.40, Dated June 22, 1896.

Filed March 21st, 1899.

No. 7739.

M. Schwartz & Co.

NEW ORLEANS, *June* 22, 1896.

American national bank, $9,568.40.

Pay to the order of Whitney nat. bank ninety-five hundred & sixty-eight 40/100 dollars.

(Signed) M. SCHWARTZ & CO.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Metropolitan Bank, $2,836.40, Dated June 22, 1896.

Filed March 21st, 1899.

No. 7740.

M. Schwartz & Co.

NEW ORLEANS, *June* 22, 1896.

American national bank, $2,836.40.

Pay to the order of Metropolitan bank twenty-eight hundred & thirty-six 40/100 dollars.

(Signed) M. SCHWARTZ & CO.

136 *Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Bank of Commerce, Dated June 22, 1896.*

Filed March 21st, 1899.

No. 7741.

M. Schwartz & Co.

NEW ORLEANS, *June 22nd*, 1896.

American national bank, $2,500.00.

Pay to the order of Bank of Commerce twenty-five hundred 00/100 dollars.

(Signed) M. SCHWARTZ & CO.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Bearer, $200.00, Dated June 22nd, 1896.

Filed March 21st, 1899.

No. 7742.

NEW ORLEANS, *June 22nd*, 1896.

American national bank. $200.00.

Pay to the order of bearer two hundred 00/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Whitney Nat. Bank, $9,567.60, Dated June 23rd, 1896.

Filed March 21st, 1899.

No. 7743.

NEW ORLEANS, *June* 23, 1896.

American national bank. $9,567.60.

Pay to the order of Whitney nat. bank ninety-five hundred & sixty-seven 60/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Metropolitan Bank, $2,837.40, Dated June 23rd, 1896.

Filed March 21st, 1899.

No. 7744.

NEW ORLEANS, *June 23rd*, 1896.

American national bank. $2,837.40.

Pay to the order of Metropolitan bank twenty-eight hundred & thirty-seven 40/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

137 *Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Bank of Commerce, $2,500.00, Dated June 23rd, 1896.*

Filed March 21st, 1899.

No. 7745.

M. Schwartz & Co.

NEW ORLEANS, *June 23rd*, 1896.

American national bank, $2,500.00.

Pay to the order of Bank of Commerce twenty-five hundred 00/100 dollars.

(Signed) M. SCHWARTZ & CO.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of A. Adler & Co., $2,000.00, Dated June 23rd, 1896.

Filed March 21st, 1899.

No. 7746.

M. Schwartz & Co.

NEW ORLEANS, *June 23rd*, 1896.

American national bank, $2,000.00.

Pay to the order of A. Adler & Co. two thousand 00/100 dollars.

(Signed) M. SCHWARTZ & CO.

Inscription on reverse: For deposit to the credit of—

(Sig.) A. ADLER & CO.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of A. Adler & Co., $1,003.33, Dated June 23rd, 1896.

Filed March 21st, 1899.

No. 7747.

M. Schwartz & Co.

NEW ORLEANS, *June 23rd*, 1896.

American national bank, $1,003.33.

Pay to the order of A. Adler & Co. one thousand and three 33/100 dollars.

(Signed) M. SCHWARTZ & CO.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of American Nat. Bank, $74.86, Dated June 23rd, 1896.

Filed March 21st, 1899.

No. 7748.

NEW ORLEANS, *June* 23, 1896.

American national bank. $74.86.

Pay to the order of American nat. bank seventy-four 86/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

138 *Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Whitney Nat. Bank, $9,567.70, Dated June 24th, 1896.*

Filed March 21st, 1899.

No. 7749.

NEW ORLEANS, *June 24th*, 1896.

American national bank. $9,567.70.

Pay to the order of Whitney nat. bank ninety-five hundred & sixty-seven 70/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Meiropolitan Bank, $2,836.70, Dated June 24th, 1896.

Filed March 21st, 1899.

No. 7750.

NEW ORLEANS, *June 24th*, 1896.

American national bank. $2,836.70.

Pay to the order of Metropolitan bank twenty-eight hundred & thirty-six 70/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Ord. of Bank of Commerce, $2,500.00, Dated June 24th, 1896.

Filed March 21st, 1899.

No. 7751.

NEW ORLEANS, *June 24th*, 1896.

American national bank, $2,500.00.

Pay to the order of Bank of Commerce twenty-five hundred 00/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of American National Bank, $224.75, Dated June —, 1896.

Filed March 21st, 1899.

No. 7752.

NEW ORLEANS, *June —*, 1896.

American national bank, $224.75.

Pay to the order of American national bank $224.75, two hundred & twenty-four 75/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

139 *Check Drawn by M. Schwartz & Co. on American National Bank to the Order of A. Jordet, $2,095.55, Dated June 24th, 1896.*

Filed March 21st, 1899.

No. 7753.

NEW ORLEANS, *June 24th*, 1896.

American national bank, $2,095.55.

Pay to the order of A. Jordet two thousand & ninety-five 55/100 dollars.

(Signed) M. SCHWARTZ & CO.

Inscription on reverse: For deposit.

(Sig.) ALF. JORDET.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Jos. Weill & Bros., $2,500.00, Dated June 24, 1896.

Filed March 21st, 1899.

No. 7754.

NEW ORLEANS, *June 24th*, 1896.

American national bank, $2,500.00.

Pay to the order of Jos. Weill & Bros. twenty-five hundred 00/100 dollars.

M Schwartz & Co.

(Signed) M. SCHWARTZ & CO.

Inscription on reverse: For deposit.
(Sig.) JOS. WEILL & BROS.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Whitney Nat. Bank, $9,568.60, Dated June 25th, 1896.

Filed March 21st, 1899.

No. 7755.

NEW ORLEANS, *June 25th*, 1896.

American national bank, $9,568.60.

Pay to the order of Whitney nat. bank ninety-five hundred & sixty-eight 60/100 dollars.

M. Schwartz & Co.

(Signed) M. SCHWARTZ & CO.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Metropolitan Bank, $2,838.40, Dated June 25th, 1896.

Filed March 21st, 1899.

No. 7756.

NEW ORLEANS, *June 25th*, 1896.

American national bank, $2,838.40.

Pay to the order of Metropolitan bank twenty-eight hundred & thirty-eight 40/100 dollars.

M. Schwartz & Co.

(Signed) M. SCHWARTZ & CO.

140 *Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Bank of Commerce, $2,500.00, Dated June 25th, 1896.*

Filed March 21st, 1899.

No. 7757.

NEW ORLEANS, *June 25th*, 1896.

American national bank, $2,500.00.

Pay to the order of Bank of Commerce *ninety*-five hundred 00/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Union Nat. Bank, $343.28, Dated June 25th, 1896.

Filed March 21st, 1899.

No. 7758.

NEW ORLEANS, *June 25th*, 1896.

American national bank, $343.28.

Pay to the order of Union nat. bank three hundred & forty-three 28/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz and Co. on American National Bank to the Order of Whitney Nat. Bank, $9,568.60, Dated June 26th, 1896.

Filed March 21st, 1899.

No. 7759.

NEW ORLEANS, *June 26th*, 1896.

American national bank, $9,568.60.

Pay to the order of Whitney nat. bank ninety-five hundred & sixty-eight 60/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Metropolitan Bank, $2,837.40, Dated June 26th, 1896.

Filed March 21st, 1899.

No. 7760.

NEW ORLEANS, *June 26th*, 1896.

American national bank, $2,837.40.

Pay to the order of Metropolitan bank twenty-eight hundred & thirty-seven 40/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

141 *Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Bank of Commerce, $2,500.00, Dated June 26th, 1896.*

Filed March 21st, 1899.

No. 7761.

NEW ORLEANS, *June 26th*, 1896.

American national bank, $2,500.00.

Pay to the order of Bank of Commerce twenty-five hundred 00/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz and Co. on American National Bank to the Order of Whitney Nat. Bank, $9,566.60, Dated June 27th, 1896.

Filed March 21st, 1899.

No. 7762.

NEW ORLEANS, *June 27th*, 1896.

American national bank, $9,566.60.

Pay to the order of Whitney nat. bank ninety-five hundred & sixty-six 60/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Metropolitan Bank, $2,836.70, Dated June 27th, 1896.

Filed March 21st, 1899.

No. 7763.

NEW ORLEANS, *June 27th*, 1896.

American national bank, $2,836.70.

Pay to the order of Metropolitan bank twenty-eight hundred & thirty-six 70/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Bank of Commerce, $2,500.00, Dated June 27th, 1896.

Filed March 21st, 1899.

No. 7764.

NEW ORLEANS, *June 27th*, 1896.

American national bank, $2,500.00.

Pay to the order of Bank of Commerce twenty-five hundred 00/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

142 *Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Whitney National Bank, $9,568.40. Dated June 29, 1896.*

Filed March 21st, 1899.

No. 7765.

NEW ORLEANS, *June 29th*, 1896.

American national bank, $9,568.40.

Pay to the order of Whitney national bank ninety-five hundred & sixty-eight 40/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Metropolitan Bank, $2,837.20, Dated June 29, 1896.

Filed March 21st, 1899.

No. 7766.

NEW ORLEANS, *June 29th*, 1896.

American national bank, $2,837.20.

Pay to the order of Metropolitan bank twenty-eight hundred & thirty-seven 20/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Bank of Commerce, $2,500.00, Dated June 29th, 1896.

Filed March 21st, 1899.

No. 7767.

NEW ORLEANS, *June 29th*, 1896.

American national bank, $2,500.00.

Pay to the order of Bank of Commerce twenty-five hundred 00/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn on American National Bank to the Order of Joseph Weill & Bro., $2,500.00, Dated June 30, 1896.

Filed March 21st, 1899.

No. 7768.

NEW ORLEANS, *June 30th*, 1896.

American national bank, $2,500.00.

Pay to the order of Joseph Weill & Bro. twenty-five hundred 00/100 dollars.

(Signed) ——.

M. Schwartz & Co.

143 *Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Joseph Weil & Bro., $2,500.00, Dated June 30, 1896.*

Filed March 21st, 1899.

No. 7769.

NEW ORLEANS, *June 30th*, 1896.

American national bank, $2,500.00.

Pay to the order of Joseph Weil & Bro. twenty-five hundred 00/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Whitney Nat. Bank, $9,567.40, Dated June 30th, 1896.

Filed March 21st, 1899.

No. 7770.

NEW ORLEANS, *June 30th*, 1896.

American national bank, $9,567.40.

Pay to the order of Whitney nat. bank ninety-five hundred & sixty-seven 00/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on Metropolitan Bank to the Order of Metropolitan Bank, $2,836.60, Dated June 30th, 1896.

Filed June 30th, 1899.

No. 7771.

NEW ORLEANS, *June 30th*, 1896.

American national bank, $2,836.60.

Pay to the order of Metropolitan bank twenty-eight hundred and thirty-six 60/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Bank of Commerce, $2,500.00, Dated June 30th, 1896.

Filed March 21st, 1899.

No. 7772.

NEW ORLEANS, *June 30th*, 1896.

American national bank, $2,500.00.

Pay to the order of Bank of Commerce twenty-five hundred 00/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

144 *Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Whitney Nat. Bank, $9,568.60, Dated July 1st, 1896.*

Filed March 21st, 1896.

No. 7774.

NEW ORLEANS, *July* 1, 1896.

American national bank, $9,568.60.

Pay to the order of Whitney nat. bank ninety-five hundred & sixty-eight 60/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Metropolitan Bank, $2,838.40, Dated July 1st, 1896.

Filed March 21st, 1899.

No. 7775.

NEW ORLEANS, *July 1st*, 1896.

American national bank, $2,838.40.

Pay to the order of Metropolitan bank twenty-eight hundred & thirty-eight 40/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Bank of Commerce, $2,500.00, Dated July 1st, 1896.

Filed March 21st, 1899.

No. 7776.

M. Schwartz & Co.

NEW ORLEANS, *July* 1*st*, 1896.

American national bank, $2,500.00.

Pay to the order of Bank of Commerce twenty-five hundred 00/100 dollars.

(Signed) M. SCHWARTZ & CO.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Eiseman Bros. & Co., $1,200.00, Dated July 1st, 1896.

Filed March 21st, 1899.

No. 7777.

M. Schwartz & Co.

NEW ORLEANS, *July* 1*st*, 1896.

American national bank, $1,200.00.

Pay to the order of Eiseman Bros. & Co. twelve hundred 00/100 dollars.

(Signed) M. SCHWARTZ & CO.

145 *Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Whitney Nat. Bank, $9,567.60, Dated July 2nd, 1896.*

Filed March 21st, 1899.

No. 7778.

M. Schwartz & Co.

NEW ORLEANS, *July* 2*nd*, 1896.

American national bank,

Pay to the order of Whitney nat. bank ninety-five hundred & sixty-seven 60/100 dollars.

(Signed) M. SCHWARTZ & CO.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Metropolitan Bank, $2,837.40, Dated July 2nd, 1896.

Filed March 21st, 1899.

No. 7779.

NEW ORLEANS, *July 2d*, 1896.

American national bank, $2,837.40.

Pay to the order of Metropolitan bank twenty-eight hundred & thirty-seven 40/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Bank of Commerce, $2,500.00, Dated July 2nd, 1896.

Filed March 21st, 1899.

No. 7780.

NEW ORLEANS, *July 2nd*, 1896.

American national bank, $2,500.00.

Pay to the order of Bank of Commerce twenty-five hundred 00/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Whitney Nat. Bank, $9,568.70, Dated July 3rd, 1896.

Filed March 21st, 1899.

No. 7782.

NEW ORLEANS, *July 3rd*, 1896.

American national bank, $9,568.70

Pay to the order of Whitney nat. bank ninety-five hundred & sixty-eight 70/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

146 *Check Drawn —— —— on American National Bank to the Order of Metropolitan Bank, $2,838.40, Dated July 3rd, 1896.*

Filed March 21st, 1899.

No. 7783.

NEW ORLEANS, *July 3rd*, 1896.

American national bank, $2,838.40.

Pay to the order of Metropolitan bank twenty-eight hundred & thirty-eight 40/100 dollars.

M. Schwartz & Co.

—— ——.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Bank of Commerce, $2,500.00, Dated July 3rd, 1896.

Filed March 21st, 1899.

No. 7784.

NEW ORLEANS, *July 3rd*, 1896.

American national bank, $2,500.00.

Pay to the order of Bank of Commerce twenty-five hundred 00/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of A. Adler & Co., $2,000.00, Dated July 3rd, 1896.

Filed March 21st, 1899.

No. 7785.

NEW ORLEANS, *July 3rd*, 1896.

American national bank, $2,000.00.

Pay to the order of A. Adler & Co. two thousand 00/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Jos. Weill & Bros., $1,250.00, Dated July 3rd, 1896.

Filed March 21st, 1899.

No. 7786.

NEW ORLEANS, *July 3rd*, 1896.

American national bank, $1,250.00.

Pay to the order of Jos. Weill & Bros. twelve hundred and fifty 00/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

147 *Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Bearer, $1,250.00, Dated July 3rd, 1896.*

Filed March 21st, 1899.

No. 7787.

NEW ORLEANS, *July 3rd*, 1896.

American national bank, $1,250.00.

Pay to the order of bearer twelve hundred and fifty 00/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Whitney Nat. Bank, $9,567.60, Dated July 6th, 1896.

Filed March 21st, 1899.

No. 7789.

NEW ORLEANS, *July 6th*, 1896.

American national bank, $9,567.60.

Pay to the order of Whitney nat. bank ninety-five hundred & sixty-seven 60/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Metropolitan Bank, $2,836.60, Dated July 6th, 1896.

Filed March 21st, 1899.

No. 7790.

M. Schwartz & Co.

NEW ORLEANS, *July 6th*, 1896.

American national bank, $2,836.60.

Pay to the order of Metropolitan bank twenty-eight hundred & thirty-six 60/100 dollars.

(Signed) M. SCHWARTZ & CO.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Bank of Commerce, $2,500.00, Dated July 6th, 1896.

Filed March 21st, 1899.

No. 7791.

M. Schwartz & Co.

NEW ORLEANS, *July 6th*, 1896.

American national bank, $2,500.00.

Pay to the order of Bank of Commerce twenty-five hundred 00/100 dollars.

(Signed) M. SCHWARTZ & CO.

148 *Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Bank of Commerce, $167.80, Dated July 6th, 1896.*

Filed March 21st, 1899.

No. 7793.

M. Schwartz & Co.

NEW ORLEANS, *July 6th*, 1896.

American national bank, $167.80.

Pay to the order of Bank of Commerce one hundred & sixty-seven 80/100 dollars.

(Signed) M. SCHWARTZ & CO.

Check Drawn by M. Schwartz and Co. on American National Bank to the Order of N. O. Nat. Bank, $168.92, Dated July 6th, 1896.

Filed March 21st, 1899.

No. 7794.

NEW ORLEANS, *July 6th*, 1896.

American national bank. $168.92.

Pay to the order of N. O. nat. bank one hundred & sixty-eight 92/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Citizens' Bank, $125.00, Dated July 6th, 1896.

Filed March 21st, 1899.

No. 7795.

NEW ORLEANS, *July 6th*, 1896.

American national bank. $125.00.

Pay to the order of Citizens' bank one hundred & twenty-five 00/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Union Nat. Bank, $100.00, Dated July 6th, 1896.

Filed March 21st, 1899.

No. 7796.

NEW ORLEANS, *July 6th*, 1896.

American national bank, $100.00.

Pay to the order of Union nat. bank one hundred 00/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

149 *Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Metropolitan Bank, $83.33, Dated July 6th, 1896.*

Filed March 21st, 1899.

No. 7797.

NEW ORLEANS, *July 6th*, 1896.

American national bank, $83.33.

Pay to the order of Metropolitan bank eighty-three 33/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Whitney Nat. Bank, $70.00, Dated July 6th, 1896.

Filed March 21st, 1899.

No. 7798.

NEW ORLEANS, *July 6th*, 1896.

American national bank, $70.00.

Pay to the order of Whitney nat. bank seventy 00/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Bearer, $117.47, Dated July 7th, 1896.

Filed March 21st, 1899.

No. 7800.

NEW ORLEANS, *July 7th*, 1896.

American national bank, $117.47.

Pay to the order of bearer one hundred & seventeen 47/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Whitney Nat. Bank, $9,567.60, Dated July 7th, 1896.

Filed March 21st, 1899.

No. 7801.

NEW ORLEANS, *July 7th*, 1896.

American national bank, $9,567.60.

Pay to the order of Whitney nat. bank ninety-five hundred & sixty-seven 60/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

150 *Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Metropolitan Bank, $2,838.40, Dated July 7th, 1896.*

Filed March 21st, 1899.

No. 7802.

NEW ORLEANS, *July 7th*, 1896.

American national bank, $2,838.40.

Pay to the order of Metropolitan bank twenty-eight hundred & thirty-eight 40/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Bank of Commerce, $2,500.00, Dated July 7th, 1896.

Filed March 21st, 1899.

No. 7863.

NEW ORLEANS, *July 7th*, 1896.

American national bank, $2,500.00.

Pay to the order of Bank of Commerce twenty-five hundred 00/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Bearer, $100.00, Dated July 7th, 1896.

Filed March 21st, 1899.

No. 7865.

NEW ORLEANS, *July 7th*, 1896.

American national bank, $100.00.

Pay to the order of bearer one hundred 00/100 dollars.
(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Chester Steel Casting Co., $168.20, Dated July 7th, 1896.

Filed March 21st, 1899.

No. 7866.

NEW ORLEANS, *July 7th*, 1896.

American national bank, $168.20.

Pay to the order of Chester Steel Casting Co. one hundred & sixty-eight 20/100 dollars.
(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

151 *Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Jos. P. Finnegan, $15.00, Dated July 7th, 1896.*

Filed March 21st, 1896.

No. 7867.

NEW ORLEANS, *July 7th*, 1896.

American national bank, $15.00.

Pay to the order of Jos. P. Finnegan fifteen 00/100 dollars.
(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Whitney Nat. Bank, $9,568.60, Dated July 8th, 1896.

Filed March 21st, 1896.

No. 7968.

NEW ORLEANS, *July 8th*, 1896.

American national bank, $9,568.60.

Pay to the order of Whitney nat. bank ninety-five hundred & sixty-eight 60/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Metropolitan Bank, $2,837.40, Dated July 8th, 1896.

Filed March 21st, 1899.

No. 7868.

NEW ORLEANS, *July 8th*, 1896.

American national bank, $2,837.40.

Pay to the order of Metropolitan bank twenty-eight hundred & thirty-seven 40/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Bank of Commerce, $2,500.00, Dated July 8th, 1896.

Filed March 21st, 1899.

No. 7869.

NEW ORLEANS, *July 8th*, 1896.

American national bank, $2,500.01.

Pay to the order of Bank of Commerce twenty-five hundred 00/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

152 *Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Bearer, $100.00, Dated July 8th, 1896.*

Filed March 21st, 1899.

M. Schwartz & Co.

No. 7871.

NEW ORLEANS, *July 8th*, 1896.

American national bank, $100.00.

Pay to the order of bearer one hundred 00/100 dollars.
(Signed) M. SCHWARTZ & CO.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Southern Pac. Co., $144.08, Dated July 8th, 1896.

Filed March 21st, 1899.

M. Schwartz & Co.

No. 7872.

NEW ORLEANS, *July 8th*, 1896.

American national bank, $144.08.

Pay to the order of Southern Pac. Co. one hundred and forty-four 08/100 dollars.
(Signed) M. SCHWARTZ & CO.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Louisville & Nashville R. R. Co., $26.39, Dated July 8th, 1896.

Filed March 21st, 1899.

M. Schwartz & Co.

No. 7873.

NEW ORLEANS, *July 8th*, 1896.

American national bank, $26.39.

Pay to the order of Louisville & Nashville R. R. Co. twenty-six 39/100 dollars.
(Signed) M. SCHWARTZ & CO.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Southern Pacific Co., $52.00, Dated July 8th, 1896.

Filed March 21st, 1899.

No. 7875.

NEW ORLEANS, *July 8th*, 1896.

American national bank, $52.00.

Pay to the order of Southern Pacific Co. fifty-two 00/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

153 *Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Southern Pac. Co., $25.51, Dated July 8th, 1896.*

Filed March 21st, 1899.

No. 7876.

NEW ORLEANS, *July 8th*, 1896.

American national bank, $25.51.

Pay to the order of *of* Southern Pac. Co. twenty-five 51/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Whitney Nat. Bank, $9,568.40, Dated July 9th, 1896.

Filed March 21st, 1899.

No. 7877.

NEW ORLEANS, *July 9th*, 1896.

American national bank, $9,568.40.

Pay to the order of Whitney nat. bank ninety-five hundred & sixty-eight 40/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Metropolitan Bank, $2,836.60, Dated July 9th, 1896.

Filed March 21st, 1899.

No. 7878.

NEW ORLEANS, *July 9th*, 1896.

American national bank, $2,836.60.

Pay to the order of Metropolitan bank twenty-eight hundred & thirty-six 60/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Bank of Commerce, $2,500.00, Dated July 9th, 1896.

Filed March 21st, 1899.

No. 7879.

NEW ORLEANS, *July 9th*, 1896.

American national bank, $2,500.00.

Pay to the order of Bank of Commerce twenty-five hundred 00/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

154 *Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Whitney Nat. Bank, $9,567.60, Dated July 10th, 1896.*

Filed March 21st, 1899.

No. 7880.

NEW ORLEANS, *July 10th*, 1896.

American national bank, $9,567.60.

Pay to the order of Whitney nat. bank ninety-five hundred & sixty-seven 60/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Metropolitan Bank, $2,836.60, Dated July 10th, 1896.

Filed March 21st, 1899.

No. 7881.

NEW ORLEANS, *July 10th*, 1896.

American national bank, $2,836.60.

Pay to the order of Metropolitan bank twenty-eight hundred & thirty-six 60/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Bank of Commerce, $2,500.00, Dated July 10th, 1896.

Filed March 21st, 1899.

No. 7882.

NEW ORLEANS, *July 10th*, 1896.

American national bank, $2,500.00.

Pay to the order of Bank of Commerce twenty-five hundred 00/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Whitney Nat. Bank, $1,450.00, Dated July 10th, 1896.

Filed March 21st, 1899.

No. 7883.

NEW ORLEANS, *July 10th*, 1896.

American national bank, $1,450.00.

Pay to the order of Whitney nat. bank fourteen hundred and fifty 00/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

155 *Check Drawn by M. Schwartz & Co. on American National Bank to the Order of American Nat. Bank.* $500.00, *Dated July 10th*, 1896.

Filed March 21st, 1899.

No. 7884.

NEW ORLEANS, *July 10th*, 1896.

American national bank, $500.00.

Pay to the order of American nat. bank five hundred 00/100 dollars.

M. Schwartz & Co.

(Signed) M. SCHWARTZ & CO.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Whitney Nat. Bank, $9,567.70, *Dated July 11th*, 1896.

Filed March 21st, 1899.

No. 7886.

NEW ORLEANS, *July 11th*, 1896.

American national bank, $9,567.70.

Pay to the order of Whitney nat. bank ninety-five hundred & sixty-seven 70/100 dollars.

M. Schwartz & Co.

(Signed) M. SCHWARTZ & CO.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Metropolitan Bank, $2,838.70, *Dated July 11th*, 1896.

Filed March 21st, 1899.

No. 7887.

NEW ORLEANS, *July 11th*, 1896.

American national bank, $2,838.70.

Pay to the order of Metropolitan b-nk twenty-eight hundred & thirty-eight 70/100 dollars.

M. Schwartz & Co.

(Signed) M. SCHWARTZ & CO.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Bank of Commerce, $2,500.00, Dated July 11th, 1896.

Filed March 21st, 1899.

No. 7888.

NEW ORLEANS, *July 11th*, 1896.

American national bank, $2,500.00.

Pay to the order of Bank of Commerce twenty-five hundred 00/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

156 *Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Jos. N. Wolfson, $380.00, Dated July 11th, 1896.*

Filed March 21st, 1899.

No. 7889.

NEW ORLEANS, *July 11th*, 1896.

American national bank, $380.00.

Pay to the order of Jos. N. Wolfson three hundred & eighty 00/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Whitney Nat. Bank, $9,568.70, Dated July 13th, 1896.

Filed March 21st, 1899.

No. 7891.

NEW ORLEANS, *July 13th*, 1896.

American national bank, $9,568.70

Pay to the order of Whitney nat. bank ninety-five hundred & sixty-eight 70/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Metropolitan Bank, $2,837.40, Dated July 13th, 1896.

Filed March 21st, 1899.

No. 7892.

M. Schwartz & Co.

NEW ORLEANS, *July 13th*, 1896.

American national bank, $2,837.40.

Pay to the order of Metropolitan bank twenty-eight hundred & thirty-seven 40/100 dollars.

(Signed) M. SCHWARTZ & CO.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Bank of Commerce, $2,500.00, Dated July 13th, 1896.

Filed March 21st, 1899.

No. 7893.

M. Schwartz & Co.

NEW ORLEANS, *July 13th*, 1896.

American national bank, $2,500.00.

Pay to the order of Bank of Commerce twenty-five hundred 00/100 dollars.

(Signed) M. SCHWARTZ & CO.

157 *Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Whitney Nat. Bank, $2,425.00, Dated July 13th, 1896.*

Filed March 21st, 1899.

No. 7894.

M. Schwartz & Co.

NEW ORLEANS, *July 13th*, 1896.

American national bank, $2,425.00.

Pay to the order of Whitney nat. bank twenty-four hundred & twenty-five 00/100 dollars.

(Signed) M. SCHWARTZ & CO.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Louisiana Nat. Bank, $700.00, Dated July 13th, 1896.

Filed March 21st, 1899.

No. 7895.

NEW ORLEANS, *July 13th*, 1896.

American national bank, $700.00.

Pay to the order of Louisiana nat. bank seven hundred 00/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of State Nat. Bank, $100.00, Dated July 13th, 1896.

Filed March 21st, 1899.

No. 7896.

NEW ORLEANS, *July 13th*, 1896.

American national bank, $105.18.

Pay to the order of State nat. bank one hundred & five 18/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Metropolitan Bank, $337.49, Dated July 13th, 1896.

Filed March 21st, 1899.

No. 7897.

NEW ORLEANS, *July 13th*, 1896.

American national bank, $337.49.

Pay to the order of Metropolitan bank three hundred & thirty-seven 49/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

158 *Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Whitney Nat. Bank, $9,567.40, Dated July 14th, 1896.*

Filed March 21st, 1899.

No. 7898.

NEW ORLEANS, *July 14th*, 1896.

American national bank, $9,567.40.

Pay to the order of Whitney nat. bank ninety-five hundred & sixty-seven 40/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Metropolitan Bank, $2,838.40, Dated July 14th, 1896.

Filed March 21st, 1899.

No. 7899.

NEW ORLEANS, *July 14th*, 1896.

American national bank, $2,838.40.

Pay to the order of Metropolitan bank twenty-eight hundred & thirty-eight 40/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Bank of Commerce, $2,500.00, Dated July 14th, 1896.

Filed March 21st, 1899.

No. 7900.

NEW ORLEANS, *July 14th*, 1896.

American national bank, $2,500.00.

Pay to the order of Bank of Commerce twenty-five hundred 00/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank pay to the Order of Whitney Nat. Bank, $9,568.70, Dated July 15, 1896.

Filed March 21st, 1899.

No. 7901.

NEW ORLEANS, *July 15th*, 1896.

American national bank, $9,568.70.

Pay to the order of Whitney nat. bank ninety-five hundred & sixty-eight 70/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

159 *Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Metropolitan Bank, $2,838.40, Dated July 15th, 1896.*

Filed March 21st, 1899.

No. 7902.

NEW ORLEANS, *July 15th*, 1896.

American national bank, $2,838.40.

Pay to the order of Metropolitan bank twenty-eight hundred & thirty-eight 40/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Bank of Commerce, $2,500.00, Dated July 15th, 1896.

Filed March 21st, 1899.

No. 7903.

NEW ORLEANS, *July 15th*, 1896.

American national bank, $2,500.00.

Pay to the order of Bank of Commerce twenty-five hundred 00/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of American Nat. Bank, $500.00, Dated July 15th, 1896.

Filed March 21st, 1899.

No. 7904.

NEW ORLEANS, *July 15th*, 1896.

American national bank, $500.00.

Pay to the order of American national bank five hundred 00/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Whitney Nat. Bank, $9,567.60, Dated July 16th, 1896.

Filed March 21st, 1899.

No. 7905.

NEW ORLEANS, *July 16th*, 1896.

American national bank, $9,567.60.

Pay to the order of Whitney nat. bank ninety-five hundred & sixty-seven 60/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

160 *Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Metropolitan Bank, $2,837.40, Dated July 16th, 1896.*

Filed March 21st, 1899.

No. 7906.

NEW ORLEANS, *July 16th*, 1896.

American national bank, $2,837.40.

Pay to the order of Metropolitan bank twenty-eight hundred & thirty-seven 40/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Bank of Commerce, $2,500.00, Dated July 16th, 1896.

Filed March 21st, 1899.

No. 7907.

NEW ORLEANS, *July* 16*th*, 1896.

American national bank, $2,500.00.

Pay to the order of Bank of Commerce twenty-five hundred 00/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Whitney Nat. Bank, $9,566.70, Dated July 17th, 1896.

Filed March 21st, 1899.

No. 7909.

NEW ORLEANS, *July* 17*th*, 1896.

American national bank, $9,566.70.

Pay to the order of Whitney nat. bank ninety-five hundred & sixty-six 70/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Metropolitan Bank, $2,836.70, Dated July 17th, 1896.

Filed March 21st, 1899.

No. 7910.

NEW ORLEANS, *July* 17*th*, 1896.

American national bank, $2,936.70.

Pay to the order of Metropolitan bank twenty-eight hundred & thirty-six 70/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

161 *Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Bank of Commerce, $2,500.00, Dated July 17th, 1896.*

Filed March 21st, 1899.

No. 7911.

NEW ORLEANS, *July 17th*, 1896.

American national bank, $2,500.00.

Pay to the order of Bank of Commerce twenty-five hundred 00/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Union Nat. Bank, $230.19, Dated July 17th, 1896.

Filed March 21st, 1899.

No. 7912.

NEW ORLEANS, *July 17th*, 1899.

American national bank, $230.19.

Pay to the order of Union nat. bank two hundred & thirty 19/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of State Nat. Bank, $222.90, Dated July 17th, 1896.

Filed March 21st, 1899.

No. 7912.

NEW ORLEANS, *July 17th*, 1896.

American national bank, $222.90.

Pay to the order of State nat. bank two hundred & twenty-two 90/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Bills Payable, $403, Dated July 17th, 1896.

Filed March 21st, 1899.

No. 7913.

NEW ORLEANS, *July 17th*, 1896.

American national bank, $403.00.

Pay to the order of bills payable four hundred & three 00/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

162 *Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Metropolitan Bank, $361.14, Dated July 17th, 1896.*

Filed March 21st, 1899.

No. 7914.

NEW ORLEANS, *July 17th*, 1896.

American national bank, $361.14.

Pay to the order of Metropolitan bank three hundred & sixty-one 14/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Bills Payable, $366.90, Dated July 17th, 1896.

Filed March 21st, 1899.

No. 7915.

NEW ORLEANS, *July 17th*, 1896.

American national bank, $366.90.

Pay to the order of bills payable three hundred and sixty-six 90/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of New Orleans Nat. Bank, $134.14, Dated July 17th, 1896.

Filed March 21st, 1899.

No. 7916.

NEW ORLEANS, *July 17th*, 1896.

American national bank, $134.14.

Pay to the order of New Orleans nat. bank one hundred & thirty-four 14/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Louisiana Nat. Bank, $12.95, Dated July 17th, 1896.

Filed March 21st, 1899.

No. 7917.

NEW ORLEANS, *July 17th*, 1896.

American national bank, $12.95.

Pay to the order of Louisiana nat. bank twelve 95/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

163 *Check Drawn by M. Schwartz & Co. on American National Bank to the Order of American National Bank, $300.00, Dated July 17th, 1896.*

Filed March 21st, 1899.

No. 7918.

NEW ORLEANS, *July 17th*, 1896.

American national bank, $300.00.

Pay to the order of American national bank three hundred 00/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Whitney Nat. Bank, $9,568.60, Dated July 18th, 1896.

Filed March 21st, 1899.

No. 7919.

NEW ORLEANS, *July 18th*, 1896.

American national bank, $9,568.60.

Pay to the order of Whitney nat. bank ninety-five hundred & sixty-eight 60/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Metropolitan Bank, $2,836.20, Dated July 18th, 1896.

Filed March 21st, 1899.

No. 7920.

NEW ORLEANS, *July 18th*, 1896.

American national bank, $2,836.20.

Pay to the order of Metropolitan bank twenty-eight hundred & thirty-six 20/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Bank of Commerce, $2,500.00, Dated July 18th, 1896.

Filed March 21st, 1899.

No. 7921.

NEW ORLEANS, *July 18th*, 1896.

American national bank, $2,500.00.

Pay to the order of Bank of Commerce twenty-five hundred 00/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

164 *Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Whitney Nat. Bank, $9,567.70, Dated July 20th, 1896.*

Filed March 21st, 1896.

No. 7923.

NEW ORLEANS, *July 20th*, 1896.

American national bank, $9,567.70.

Pay to the order of Whitney nat. bank ninety-five hundred & sixty-seven 70/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Metropolitan Bank, $2,836.20, Dated July 20th, 1896.

Filed March 21st, 1899.

No. 7924.

NEW ORLEANS, *July 20th*, 1896.

American national bank, $2,836.20.

Pay to the order of Metropolitan bank twenty-eight hundred & thirty-six 20/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Bank of Commerce, $2,500.00, Dated July 20th, 1896.

Filed March 21st, 1899.

No. 7925.

NEW ORLEANS, *July 20th*, 1896.

American national bank, $2,500.00.

Pay to the order of Bank of Commerce twenty-five hundred 00/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Whitney Nat. Bank, $2,700.00, Dated July 20th, 1896.

Filed March 21st, 1899.

No. 7926.

NEW ORLEANS, *July 20th*, 1896.

American national bank, $2,700.00.

Pay to the order of Whitney nat. bank twenty-seven hundred 00/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

165 *Check Drawn by M. Schwartz & Co. on American National Bank to the Order of David Bernhardt, $16.83, Dated July 20th, 1896.*

Filed March 21st, 1899.

No. 7927.

NEW ORLEANS, *July 20th*, 1896.

American national bank, $16.83.

Pay to the order of David Bernhardt sixteen 83/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Louisville & Nashville R. R. Co., $25.56, Dated July 20th, 1896.

Filed March 21st, 1899.

No. 7928.

NEW ORLEANS, *July 20th*, 1896.

American national bank, $25.56.

Pay to the order of Louisville & Nashville R. R. Co. twenty-five 56/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Whitney Nat. Bank, $9,568.60, Dated July 21st, 1896.

Filed March 21st, 1899.

No. 7929.

NEW ORLEANS, *July 21st*, 1896.

American national bank, $9,568.60.

Pay to the order of Whitney nat. bank ninety-five hundred & sixty-eight 60/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Metropolitan Bank, $2,838.40, Dated July 21st, 1896.

Filed March 21st, 1899.

No. 7930.

NEW ORLEANS, *July 21st*, 1896.

American national bank, $2,838.40.

Pay to the order of Metropolitan bank twenty-eight hundred & thirty-eight 40/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

166 *Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Bank of Commerce, $2,500.00, Dated July 21st, 1896.*

Filed March 21st, 1899.

No. 7931.

NEW ORLEANS, *July 21st*, 1896.

American national bank, $2,500.00.

Pay to the order of Bank of Commerce twenty-five hundred 00/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Whitney Nat. Bank, $1,711.03, Dated July 21st, 1896.

Filed March 21st, 1896.

No. 7932.

NEW ORLEANS, *July* 21*st*, 1896.

American national bank, $1,711.03.

Pay to the order of Whitney nat. bank seventeen hundred and eleven 03 / 100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of New Orleans Nat. Bank, $169.27, Dated July 21, 1896.

Filed March 21st, 1899.

No. 7933.

NEW ORLEANS, *July* 21, 1896.

American national bank, $169.27.

Pay to the order of New Orleans nat. bank one hundred & sixty-nine 27 / 100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Whitney National Bank, $9,568.70, Dated July 22nd, —.

Filed March 21st, 1899.

No. 7934.

NEW ORLEANS, *July* 22*nd*, 1896.

American national bank, $9,568.70.

Pay to the order of Whitney nat. bank ninety-five hundred & sixty-eight 70 / 100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

167 *Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Metropolitan Bank, $2,836.20, Dated July 22nd, 1896.*

Filed March 21st, 1899.

No. 7935.

M. Schwartz & Co.

NEW ORLEANS, *July 22nd*, 1896.

American national bank, $2,836.20.

Pay to the order of Metropolitan bank twenty-eight hundred & thirty-six 20/100 dollars.

(Signed) M. SCHWARTZ & CO.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Bank of Commerce, $2,500.00, Dated July 22nd, 1896.

Filed March 21st, 1899.

No. 7936.

M. Schwartz & Co.

NEW ORLEANS, *July 22nd*, 1896.

American national bank, $2,500.00.

Pay to the order of Bank of Commerce twenty-five hundred 00/100 dollars.

(Signed) M. SCHWARTZ & CO.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Whitney Nat. Bank, $2,500.00, Dated July 22nd, 1896.

Filed March 21st, 1899.

No. 7937.

M. Schwartz & Co.

NEW ORLEANS, *July 22nd*, 1896.

American national bank, $2,500.00.

Pay to the order of Whitney nat. bank twenty-five hundred 00/100 dollars.

(Signed) M. SCHWARTZ & CO.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Whitney Nat. Bank, $9,567.80, Dated July 23rd, 1896.

Filed March 21st, 1899.

No. 7939.

NEW ORLEANS, *July 23rd*, 1896.

American national bank, $9,567.80.

Pay to the order of Whitney nat. bank ninety-five hundred & sixty-seven 80/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

168 *Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Metropolitan Bank, $2,836.40, Dated July 23rd, 1896.*

Filed March 21st, 1899.

No. 7940.

NEW ORLEANS, *July 23rd*, 1896.

American national bank, $2,836.40.

Pay to the order of Metropolitan bank twenty-eight hundred & thirty-six 40/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Bank of Commerce, $2,500.00, Dated July 23rd, 1896.

Filed March 21st, 1899.

No. 7941.

NEW ORLEANS, *July 23rd*, 1896.

American national bank, $2,500.00.

Pay to the order of Bank of Commerce twenty-five hundred 00/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Whitney Nat. Bank, $3,600.00, Dated July 23rd, 1896.

Filed March 21st, 1899.

No. 7942.

M. Schwartz & Co.

NEW ORLEANS, *July 23rd*, 1896.

American national bank, $3,600.00.

Pay to the order of Whitney nat. bank thirty-six hundred 00/100 dollars.

(Signed) M. SCHWARTZ & CO.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Whitney Nat. Bank, $9,568.60, Dated July 24th, 1896.

Filed March 21st, 1899.

No. 7943.

M. Schwartz & Co.

NEW ORLEANS, *July 24th*, 1896.

American national bank, $9,568.60.

Pay to the order of Whitney nat. bank ninety-five hundred & sixty-eight 60/100 dollars.

(Signed) M. SCHWARTZ & CO.

169 *Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Metropolitan Bank, $2,836.60, Dated July 24th, 1896.*

Filed March 21st, 1899.

No. 7944.

M. Schwartz & Co.

NEW ORLEANS, *July 24th*, 1896.

American national bank, $2,836.60.

Pay to the order of Metropolitan bank twenty-eight hundred & thirty-six 60/100 dollars.

(Signed) M. SCHWARTZ & CO.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Bank of Commerce, $2,500.00, Dated July 24th, 1896.

Filed March 21st, 1899.

No. 7945.

NEW ORLEANS, *July 24th*, 1896.

American national bank, $2,500.00.

Pay to the order of Bank of Commerce twenty-five hundred 00/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Whitney Nat. Bank, $2,250.00, Dated July 24th, 1896.

Filed March 21st, 1899.

No. 7946.

NEW ORLEANS, *July 24th*, 1896.

American national bank, $2,250.00.

Pay to the order of Whitney nat. bank twenty-two hundred and fifty 00/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of F. H. Koretke, $140.91, Dated July 25th, 1896.

Filed March 21st, 1899.

No. 7947.

NEW ORLEANS, *July 25th*, 1896.

American national bank, $140.91

Pay to the order of F. H. Koretke one hundred and forty 91/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

170 *Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Levy Bros. & Simon, $78.80, Dated July 25th, 1896.*

Filed March 21st, 1899.

No. 7948.

NEW ORLEANS, *July 25th*, 1896.

American national bank, $78.80.

Pay to the order of Levy Bros. & Simon seventy-eight 80/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Jno. Ward & Son, $65.75, Dated July 25th, 1896.

Filed March 21st, 1899.

No. 7949.

NEW ORLEANS, *July 25th*, 1896.

American national bank, $65.75.

Pay to the order of Jno. Ward & Son sixty-five 75/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of A. W. Moffett, $85.55, Dated July 25th, 1896.

Filed March 21st, 1899.

No. 7950.

NEW ORLEANS, *July 25th*, 1896.

American national bank, $85.55.

Pay to the order of A. W. Moffett eighty-*eight* 55/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of W. H. Wilson, $11.00, Dated July 25th, 1896.

Filed March 21st, 1899.

No. 7951.

NEW ORLEANS, *July 25th*, 1896.

American national bank. $11.00.

Pay to the order of W. H. Wilson eleven 00/100 dollars.
(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

171 *Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Richard McCarthy, $16.60, Dated July 25th, 1896.*

Filed March 21st, 1899.

No. 7952.

NEW ORLEANS, *July 25th*, 1896.

American national bank. $16.60.

Pay to the order of Richard McCarthy sixteen 60/100 dollars.
(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of W. G. Coyle & Co., $10.50, Dated July 25th, 1896.

Filed March 21st, 1899.

No. 7952.

NEW ORLEANS, *July 25th*, 1896.

American national bank. $10.50.

Pay to the order of W. G. Coyle & Co. ten 50/100 dollars.
(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American Nat. Bank to the Order of Fisher L'mb'r & Mfg. Co., $36.78, Dated July 25, 1896.

Filed March 21st, 1899.

No. 7954.

NEW ORLEANS, *July 25th*, 1896.

American national bank, $36.78.

Pay to the order of Fisher L'mb'r & Mfg. Co. thirty-six 75/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

[Written across the face in red ink:] Nil.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Fisher L'mb'r & Mfg. Co., $36.78, Dated July 25th, 1896.

Filed March 21st, 1899.

No. 7955.

NEW ORLEANS, *July 25th*, 1896.

American national bank, $36.78.

Pay to the order of Fisher L'mb'r & Mfg. Co. thirty-six 78/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

172 *Check Drawn by M. Schwartz & Co. on American National Bank to the Order of City Lbr. Co., $16.84, Dated July 25th, 1896.*

Filed March 21st, 1899.

No. 7596.

NEW ORLEANS, *July 25th*, 1896.

American national bank, $16.84.

Pay to the order of City Lbr. Co. sixteen 84/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of City Item, $25.00, Dated July 25th, 1896.

Filed March 21st, 1896.

No. 7957.

NEW ORLEANS, *July 25th*, 1896.

American national bank, $25.00.

Pay to the order of City Item twenty-five 00/100 dollars.
(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Whitney Nat. Bank, $9,567.70, Dated July 25th, 1896.

Filed March 21st, 1899.

No. 7958.

NEW ORLEANS, *July 25th*, 1896.

American national bank, $9,567.70.

Pay to the order of Whitney nat. bank ninety-five hundred & sixty-seven 70/100 dollars.

—— ——.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Metropolitan Bank, $2,836.70, Dated July 25th, 1896.

Filed March 21st, 1899.

No. 7959.

NEW ORLEANS, *July 25th*, 1896.

American national bank, $2,836.70.

Pay to the order of Metropolitan bank twenty-eight hundred & thirty-six 70/100 dollars.
(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

173 *Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Bank of Commerce, $2,500.00, Dated July —, 1896.*

Filed March 21st, 1899.

No. 7960.

NEW ORLEANS, *July* —, 1896.

American national bank, $2,500.00.

Pay to the order of Bank of Commerce twenty-five hundred 00/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Bearer, $1,700, Dated July 25th, 1896.

Filed March 21st, 1899.

No. 7961.

NEW ORLEANS, *July 25th*, 1896.

American national bank, $1,700.

Pay to the order of bearer seventeen hundred 00/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Whitney Nat. Bank, $2,750.00, Dated July 25th, 1896.

Filed March 21st, 1899.

No. 7962.

NEW ORLEANS, *July 25th*, 1896.

American national bank, $2,750.00.

Pay to the order of Whitney nat. bank twenty-seven hundred and fifty 00/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Whitney Nat. Bank, $9,568.60, Dated July 27th, 1896.

Filed March 21st, 1899.

No. 9002.

NEW ORLEANS, *July 27th*, 1896.

American national bank, $9,568.60.

Pay to the order of Whitney nat. bank ninety-five hundred & sixty-eight 60/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

174 *Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Metropolitan Bank, $2,837.76, Dated July —, 1896.*

Filed March 21st, 1899.

No. 9003.

NEW ORLEANS, *July* —, 1896.

American national bank, $2,837.76.

Pay to the order of Metropolitan bank twenty-eight hundred & thirty-seven 76/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Bank of Commerce, $2,500.00, Dated July —, 1896.

Filed March 21st, 1899.

No. 9004.

NEW ORLEANS, *July* —, 1896.

American national bank, $2,500.00.

Pay to the order of Bank of Commerce twenty-five hundred 00/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Whitney Nat. Bank, $3,000.00, Dated July 27th, 1896.

Filed March 21st, 1899.

No. 9006.

NEW ORLEANS, *July 27th*, 1896.

American national bank, $3,000.00.

Pay to the order of Whitney nat. bank three thousand 00/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Hibernia Nat. Bank, $158.89, Dated July 27th, 1896.

Filed March 21st, 1899.

No. 9009.

NEW ORLEANS, *July 27th*, 1896.

American national bank, $158.89.

Pay to the order of Hibernia nat. bank one hundred and fifty-eight 89/100 —.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

175 *Check Drawn by M. Schwartz & Co. on American National Bank to the Order of American Nat. Bank, $325.00, Dated July 27th, 1896.*

Filed March 21st, 1899.

No. 9011.

NEW ORLEANS, *July 27th*, 1896.

American national bank, $325.00.

Pay to the order of American nat. bank three hundred & twenty-five 00/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

[Written across the face:] American nat'l bank. Paid May 28, '96. Note clerk. American nat'l bank. Paid. Note clerk.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of State Nat. Bank, $289.09, Dated July 27th, 1896.

Filed March 21st, 1899.

No. 9012.

NEW ORLEANS, *July 27th*, 1896.

American national bank, $289.09.

Pay to the order of State nat. bank two hundred & eighty-nine 09/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Whitney Nat. Bank, $9,567.70, Dated July 28th, 1896.

Filed March 21st, 1899.

No. 9015.

NEW ORLEANS, *July 28th*, 1896.

American national bank. $9,567.70.

Pay to the order of Whitney nat. bank ninety-five hundred & sixty-seven 70/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Metropolitan Bank, $2,837.80, Dated July 28th, 1896.

Filed March 21st, 1899.

No. 9016.

NEW ORLEANS, *July 28th*, 1896.

American national bank. $2,837.80.

Pay to the order of Metropolitan bank twenty-eight hundred & thirty-seven 80/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

176 *Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Bank of Commerce, $4,000.00, Dated July 28th, 1896.*

Filed March 21st, 1899.

No. 9017.

NEW ORLEANS, *July 28th*, 1896.

American national bank, $4,000.00.

Pay to the order of Bank of Commerce four thousand 00/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Whitney Nat. Bank, $2,600.00, Dated July 28th, 1896.

Filed March 21st, 1899.

No. 9018.

NEW ORLEANS, *July 28th*, 1896.

American national bank, $2,600.00.

Pay to the order of Whitney nat. bank twenty-six hundred 00/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American Nat. Bank to the Order of American National Bank, $133.00, Dated July 28th, 1896.

Filed March 21st, 1899.

No. 9020.

NEW ORLEANS, *July 28th*, 1896.

American national bank, $133.00.

Pay to the order of American national bank one hundred & thirty-three 00/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

[Written across the face:] American nat'l bank. Paid. Note clerk.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of State Nat. Bank, $80.00, Dated July 28th, 1896.

Filed March 21st, 1899.

No. 9021.

NEW ORLEANS, *July 28th*, 1896.

American national bank, $80.00.

Pay to the order of State nat. bank eighty 00/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

177 *Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Whitney Nat. Bank, $9,567.40, Dated July 29th, 1896.*

Filed March 21st, 1896.

No. 9022.

NEW ORLEANS, *July 29th*, 1896.

American national bank, $9,567.40.

Pay to the order of Whitney nat. bank ninety-five hundred & sixty-seven 40/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Metropolitan Bank, $2,836.70, Dated July 29th, 1896.

Filed March 21st, 1899.

No. 9023.

NEW ORLEANS, *July 29th*, 1896.

American national bank, $2,836.70.

Pay to the order of Metropolitan bank twenty-eight hundred & thirty-six 70/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Bank of Commerce, $3,500.00, Dated July 29th, 1896.

Filed March 21st, 1899.

No. 9024.

M. Schwartz & Co.

NEW ORLEANS, *July 29th*, 1896.

American national bank. $3,500.00.

Pay to the order of Bank of Commerce thirty-five hundred 00/100 dollars.

(Signed) M. SCHWARTZ & CO.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Whitney Nat. Bank, $2,800.00, Dated July 29th, 1896.

Filed March 21st, 1899.

No. 9025.

M. Schwartz & Co.

NEW ORLEANS, *July 29th*, 1896.

American national bank. $2,800.00.

Pay to the order of Whitney nat. bank twenty-eight hundred 00/100 dollars.

(Signed) M. SCHWARTZ & CO.

178 *Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Citizens' Bank, $133.50, Dated July 29th, 1896.*

Filed March 21st, 1899.

No. 9027.

M. Schwartz & Co.

NEW ORLEANS, *July 29th*, 1896.

American national bank. $133.50.

Pay to the order of Citizens' bank one hundred & thirty-three 50/100 dollars.

(Signed) M. SCHWARTZ & CO.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Metropolitan Bank, $253.50, Dated July 29th, 1896.

Filed March 21st, 1899.

No. 9028.

NEW ORLEANS, *July 29th*, 1896.

American national bank, $253.50.

Pay to the order of Metropolitan bank two hundred and fifty-three 50/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Whitney Nat. Bank, $9,567.70, Dated July 30th, 1896.

Filed March 21st, 1899.

No. 9029.

NEW ORLEANS, *July 30th*, 1896.

American national bank. $9,567.70.

Pay to the order of Whitney nat. bank ninety-five hundred & sixty-seven 70/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Metropolitan Bank, $2,836.60, Dated July 30th, 1896.

Filed March 21st, 1899.

No. 9030.

NEW ORLEANS, *July 30th*, 1896.

American national bank, $2,836.60.

Pay to the order of Metropolitan bank twenty-eight hundred & thirty-six 60/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

179 *Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Bank of Commerce, $4,000.00, Dated July 30th, 1896.*

Filed March 21st, 1899.

No. 9031.

NEW ORLEANS, *July 30th*, 1896.

American national bank, $4,000.00.

Pay to the order of Bank of Commerce four thousand 00/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Whitney Nat. Bank, $2,100.00, Dated July 30th, 1896.

Filed March 21st, 1899.

No. 9032.

NEW ORLEANS, *July 30th*, 1896.

American national bank, $2,100.00.

Pay to the order of Whitney nat. bank twenty-one hundred 00/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Whitney Nat. Bank, $9,567.40, Dated Aug. 1st, 1896.

Filed March 21st, 1899.

No. 9033.

NEW ORLEANS, *Aug. 1st*, 1896.

American national bank, $9,567.40.

Pay to the order of Whitney nat. bank ninety-five hundred & sixty-seven 40/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Whitney Nat. Bank, $9,566.20, Dated Aug. 3, 1896.

Filed March 21st, 1899.

No. 9035.

NEW ORLEANS, *Aug.* 3, 1896.

American national bank. $9,566.20.

Pay to the order of Whitney nat. bank ninety-five hundred & sixty-six 20/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

180 *Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Metropolitan Bank, $2,836.40, Dated July 31st 1896.*

Filed March 21st, 1899.

No. 9036.

NEW ORLEANS, *July* 31*st*, 1896.

American national bank, $2,836.40.

Pay to the order of Metropolitan bank twenty-eight hundred & thirty-six 40/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Bank of Commerce, $4,000.00, Dated July 31st, 1896.

Filed March 21st, 1899.

No. 9037.

NEW ORLEANS, *July* 31, 1896.

American national bank. $4,000.00.

Pay to the order of Bank of Commerce four thousand 00/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Whitney Nat. Bank, $2,000.00, Dated July 31st, 1896.

Filed March 21st, 1899.

No. 9038.

NEW ORLEANS, *July* 31, 1896.

American national bank, $2,000.00

Pay to the order of Whitney nat. bank two thousand 00/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Henry Marx, $100.00, Dated July 1, 1896.

Filed March 21st, 1899.

No. 9040.

NEW ORLEANS, *July* 1, 1896.

American national bank, $100.00.

Pay to the order of Henry Marx one hundred 00/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

181 *Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Metropolitan Bank, $2,837.60, Dated Aug. 1st, 1896.*

Filed March 21st, 1899.

No. 9042.

NEW ORLEANS, *Aug.* 1, 1896.

American national bank, $2,837.60.

Pay to the order of Metropolitan bank twenty-eight hundred & thirty-seven 60/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Bank of Commerce, $4,000.00, Dated Aug. 1st, 1896.

Filed March 21st, 1899.

No. 9043.

NEW ORLEANS, *Aug. 1st*, 1896.

American national bank. $4,000.00.

Pay to the order of Bank of Commerce four thousand 00/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Whitney Nat. Bank, $2,000.00, Dated Aug. 1st, 1896.

Filed March 21st, 1896.

No. 9044.

NEW ORLEANS, *Aug. 1st*, 1896.

American national bank. $2,000.00.

Pay to the order of Whitney nat. bank two thousand 00/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Whitney Nat. Bank, $9,568.40, Dated Aug. 3rd, 1896.

Filed March 21st, 1899.

No. 9046.

NEW ORLEANS, *Aug. 3rd*, 1896.

American national bank. $9,568.40.

Pay to the order of Whitney nat. bank ninety-five hundred & sixty-eight 40/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

182 *Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Metropolitan Bank*, $2,836.80, *Dated Aug. 3rd*, 1896.

Filed March 21st, 1899.

No. 9047.

NEW ORLEANS, *Aug. 3rd*, 1896.

American national bank. $2,836.80.

Pay to the order of Metropolitan bank twenty-eight hundred & thirty- six 80/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Bank of Commerce, $4,000.00, *Dated Aug. 3rd*, 1896.

Filed March 21st, 1899.

No. 9048.

NEW ORLEANS, *Aug. 3rd*, 1896.

American national bank. $4,000.00.

Pay to the order of Bank of Commerce four thousand 00/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Whitney Nat. Bank, $3,700.00, *Dated Aug. 3rd*, 1896.

Filed March 21st, 1899.

No. 9049.

NEW ORLEANS, *Aug. 3rd*, 1896.

American national bank. $3,700.00.

Pay to the order of Whitney nat. bank thirty-seven hundred 00/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Whitney Nat. Bank, $1,040.51, Dated Aug. 3rd, 1896.

Filed March 21st, 1899.

No. 9050.

NEW ORLEANS, *Aug. 3rd*, 1896.

American national bank. $1,040.50.

Pay to the order of Whitney nat. bank one thousand & forty 00/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

183 *Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Whitney Nat. Bank, $9,567.40, Dated Aug. 4th, 1896.*

Filed March 21st, 1899.

No. 9051.

NEW ORLEANS, *Aug. 4th*, 1896.

American national bank. $9,567.40.

Pay to the order of Whitney nat. bank ninety-five hundred & sixty-seven 40/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Metropolitan Bank, $2,838.20, Dated Aug. 4th, 1896.

Filed March 21st, 1899.

No. 9052.

NEW ORLEANS, *Aug. 4th*, 1896.

American national bank. $2,838.20.

Pay to the order of Metropolitan bank twenty-eight hundred & thirty-eight 20/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Bank of Commerce, $4,000.00, Dated Aug. 4th, 1896.

Filed March 21st, 1899.

No. 9053.

M. Schwartz & Co.

NEW ORLEANS, *Aug. 4th*, 1896.

American national bank. $4,000.00.

Pay to the order of Bank of Commerce four thousand 00/100 dollars.

(Signed) M. SCHWARTZ & CO.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Whitney Nat. Bank, $3,600.00, Dated Aug. —, 1896.

Filed March 21st, 1899.

No. 9054.

M. Schwartz & Co.

NEW ORLEANS, *Aug.* —, 1896.

American national bank. $3,600.00.

Pay to the order of Whitney nat. bank thirty-six hundred 00/100 dollars.

(Signed) M. SCHWARTZ & CO.

184 *Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Citizens' Bank, $125.00, Dated Aug. —, 1896.*

Filed March 21st, 1899.

No. 9055.

M. Schwartz & Co.

NEW ORLEANS, *Aug.* —, 1896.

American national bank. $125.00.

Pay to the order of Citizens' bank one hundred & twenty-five 00/100 dollars.

(Signed) M. SCHWARTZ & CO.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Union Nat. Bank, $100.00, Dated Aug. —, 1896.

Filed March 21st, 1899.

No. 9056.

NEW ORLEANS, *Aug.* —, 1896.

American national bank. $100.00.

Pay to the order of Union nat. bank one hundred 00 100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Whitney Nat. Bank, $70.00, Dated Aug. —, 1896.

Filed March 21st, 1899.

No. 9057.

NEW ORLEANS, *Aug.* —, 1896.

American national bank. $70.00.

Pay to the order of Whitney nat. bank seventy 00 100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Metropolitan Bank, $83.33, Dated Aug. —, 1896.

Filed March 21st, 1899.

New Orleans national bank. $83.30.

Pay to the order of Metropolitan bank eighty-three 33 100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

185 *Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Union Nat. Bank, $104.11, Dated Aug. 4th, 1896.*

Filed March 21st, 1899.

No. 9059.

NEW ORLEANS, *Aug. 4th*, 1896.

American national bank, $104.11.

Pay to the order of Union nat. bank one hundred & four 11/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Whitney Nat. Bank, $9,567.20, Dated Aug. 5th, 1896.

Filed March 21st, 1899.

No. 9060.

NEW ORLEANS, *Aug. 5th*, 1896.

American national bank, $9,567.20.

Pay to the order of Whitney nat. bank ninety-five hundred & sixty-seven 20/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Metropolitan Bank, $2,837.40, Dated Aug. 5th, 1896.

Filed March 21st, 1899.

No. 9061.

NEW ORLEANS, *Aug. 5th*, 1896.

American national bank, $2,837.40.

Pay to the order of Metropolitan bank twenty-eight hundred & thirty-seven 40/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Bank of Commerce, $4,000.00, Dated Aug. 5th, 1896.

Filed March 21st, 1899.

No. 9062.

NEW ORLEANS, *Aug. 5th*, 1896.

American national bank, $4,000.00.

Pay to the order of Bank of Commerce four thousand 00/100 dollars.

(Signed) M. SCHWARTZ & CO.

M. Schwartz & Co.

186 *Check Drawn by M. Schwartz & Co. on American National Bank to the Order of Whitney National Bank, $3,400.00, Dated Aug. 5th, 1896.*

Offered in evidence by counsel for plaintiff.

Filed March 21st, 1899.

No. 9063.

NEW ORLEANS, *Aug. 5th*, 1896.

American national bank, $3,400.00.

Pay to the order of Whitney nat. bank thirty-four hundred 00/100 dollars.

(Signed) M. SCHWARTZ & CO.

The following inscriptions appear on checks Nos. 9060, 9061, 9062 and 9063, filed by plaintiff and copied on folios 177 to 178:

On face of each check above mentioned:
"Certified by Geo. Songeron, acting teller."

On back of each check above mentioned:
Rec'd orig. M'ch 17, '97. (Signed) E. F. Moxey.

These checks are not copied twice in the transcript in compliance — rule 1, section 4th, of the rules of the Supreme Court.

Proof of Claim No. 107 for $22,838.40, Metropolitan Bank, New Orleans, La., against the American National Bank of New Orleans, La.

Offered in evidence by counsel for plaintiff.

Filed March 21st, 1899, by A. H. Flemming, D'y Clk.

No. 55364.

Civil District Court, Parish of Orleans, Division "E."

187 F. L. RICHARDSON, Receiver of the American Nat'l Bank,
vs.
SUMPTER TURNER and EDWARD WEIL, Syndics of M. Schwartz & Co. *et als.* } No. 107.

Proof of Claim.

STATE OF LOUISIANA, }
Parish of Orleans, } *ss:*

Personally appeared before me, the undersigned, a notary public in and for said —, Frank Roder, the president of the Metropolitan Bank of the city of New Orleans, who, being duly —, says that the American national bank, New Orleans, Louisiana, is justly indebted to the said Metropolitan bank in the sum of twenty-two thousand eight hundred and fifty-eight dollars and forty cents upon the following claim, to wit:

	Dollars.	Cents.
Balance due on open account, subject to check.....		
Time certificate of deposit No. —, issued by American nat'l bank, New Orleans.....		
Demand certificate of deposit No. —, issued by American nat'l bank, New Orleans.....		
Unpaid draft No. 18109, issued by American nat'l bank, New Orleans, on United States national bank, N. Y.....	20,000	
Protest fees on draft No. 18109, American nat'l bank, New Orleans.....		1
Unremitted collection No. — on interest on time certificate of deposit No. —.....		
Certified check of M. Schwartz & Co., dated Aug. 5th, 1896.....	2,837	40
Total.....	$22,838	40

188 All of which is due and payable to said Metropolitan bank alone, having given no indorsement or assignments of the same or any part thereof; and he further say- that he knows of no

set-off or other legal or equitable defence to said claim or any part thereof.

Name: FRANK RODER, *President.*

Residence: New Orleans, La.

Sworn to and subscribed before me this 21st day of October, A. D. 1896.

Witness my hand and official seal.

(Signed) W. O. HART, *Not. Pub.*

To be sworn to before a notary public or justice of the peace.

[SEAL.]

Proof of Claim No. 50, $4,003.50.

Liquidators' Bank of Commerce, New Orleans, against the American National Bank of New Orleans, La.

Filed March 21st, 1899, by A. H. Flemming, D'y Clerk.

Civil District Court, Parish of Orleans, Division "E."

F. L. RICHARDSON, Receiver of the American Nat'l Bank,
vs.
SUMPTER TURNER and EDWARD WEIL, Syndics of M. Schwartz & Co. } No. 55364.

Proof of claim No. 50.

STATE OF LOUISIANA, } ss:
Parish of Orleans, }

Personally appeared before me, the undersigned, a notary public in and for said parish of Orleans, Messrs. Emile H. Reynes and Reuben G. Bush, liquidators of the Bank of Commerce of
189 N. O., who, being duly sworn, says that the American national bank, New Orleans, Louisiana, is justly indebted to the Bank of Commerce in liquidation in the sum of four thousand and three dollars and fifty cents upon the following claim, to wit:

	Dollars.	Cents.
Balance due on open account, subject to check.....		
Time certificate of deposit No. —, issued by American nat'l bank, New Orleans.....		
Demand certificate of deposit No. —, issued by American nat'l bank, New Orleans.....		
Unpaid check No. 9062 on the American nat'l bank, New Orleans, drawn by M. Schwartz & Co., Aug. 5, 1896, and certified the same day	4,000	00
Protest fees on same.....	3	50
Unremitted collection No. — on —		
Interest on time certificate of deposit No. —		
Total.....	$4,003	50

All of which is due and payable to said liquidators alone, they having given no indorsements or assignments of the same or any part thereof; and they further say that they know of no set-off or other legal or equitable defence to said claim or any part thereof.

Liquidators Bank of Commerce:

Name: E. H. REYNES.
R. G. BUSH.

Residence: —— ——.

Sworn to and subscribed before me this fifteenth day of October, A. D. 1896.

Witness my hand and notarial seal.

(Signed) CHAS. J. THEARD.
[SEAL.] *Notary Public.*

To be sworn to before a notary public or justice of the peace.

Civil District Court, Parish of Orleans, Division "E."

F. L. Richardson, Receiver of the American National Bank,
vs.
Sumpter Turner and Edward Weil, Syndics of M. Schwartz & Co. *et als.* } No. 55364.

American National Bank in Account with M. Schwartz & Co.

M. Schwartz & Co., Pl'ff, Offer. Civil District Court, Parish of Orleans. No. 55364. Civil District Court, Mar. 21, 1899, 30. Paid. Paul O. Guerin, Clerk.

Filed March 21st, 1899. A. H. Flemming, D'y Clerk.

For mutual security, please send this book to be balanced every alternate month. Deposits entered in this book are payable in current money of the United States.

Dr. *American National Bank of New Orleans in Account with M. Schwartz & Co.* Cr.

| | | |

Pass Book of M. Schwartz & Co. in Account with American National Bank—Continued.

June	2.	Dep't	1	1	14,897 50								2,836 40
	3.	"	1	1	14,995 32								400
	4.	"	1	1	14,988 04								2,500
		Ex. 469	1	1	467 38								2,834 20
													9,562 60
													9,564 70
													2,834 60
													2,500
													600
													1,700
													2,500
													2,835 40
													9,576 20
													341
													425
													2,500
													2,834 60
													9,563 60
													2,500
													2,834 60
					*198,699 89								*141,283 43
					*4 4 1 3				*7 4 11 12 10 3		*5 10 11 10 10 2		*7 11 8 7 7
1896.					*198,699 89				*141,283 43		*211,515 43		*265,657 21
June	5.	Dep't	1	1	15,059 57				9,563 60		2,836 60		30
		Ex. 60.32	1		60 07				206 60		2,500		1,000
	6.	Dep't	1	1	14,899 30				123		273 11		9,565 70
	8.	"			1,200				16 93				2,835 40
	8.	"			15,255 85				238		88 64		
		Ex. 139.72	1	1	139 22						111 35		2,500
					*245,313 99				104 26		24		139 75
	9.	Dep't			2,600						471 90		91 85
"	"				14,897 40				114 40		9,566 80		

				200
			150	600
		2,500	2,837 40	
		2,836 70	2,500	
			83 33	600
		9,563 60	70	1,000
			10	1,200
		105 76	251 93	
		9,564 70		2,500
			50	2,835 20
		2,836 60	100	9,568 80
		2,500	2,500	
			2,835 50	50
		425	9,567 60	200
		725	575	75
			100	
		113 43	45 60	45 60
		2,002 67	102 51	2,500
				2,834 80
		95	59 91	
		9,564 60	9,566 60	9,565 70
		2,500	2,500	550
			2,836 40	
		2,834 80	1,000	1,400
		50	27 60	2,500
		35		9,567 60
		38 75		
		340		
		795	500	2,837 40
		870		
		9,568 60		
				*332,441 01
		*7 11 8 7 6	*9 14 8 10 9 2	*10 14 9 1 9 2
		*332,441 01	*403,570 80	*498,898 92
		125	2,836 40	74 86
		453 31	9,568 70	2,000

J. T. HEATHERSON, RECEIVER, ETC.

10.	"		15,011 74
"	Dis. 525.00		514 05
11.	Dep't		14,937 62
12.	"		1,500 00
"	"		16,614 29
			*311,388 98
June 5.	"		1,500
13.	"		2,000
13.	"		14,893 40
13.	"		2,500
15.	"		14,896 50
15.	"		14,896 50
16.	"		2,000 00
			*349,178 88
			*6 6 5 3
			*349,178 88
1896.			
June 16.	Dep't		14,899
17.	"		14,896 40

[* In pencil in copy.]

Pass Book of M. Schwartz & Co. in Account with American National Bank—Continued.

June 17.	Dep't			1,000					
18.	"			400					
"	"			1,000					
"	"			14,898	30				
19.	"			16,896	40				
"	"			2,000					
"	Dis. 650.00			636	28				
20.	Dep't			14,895	90				
22.	"			14,896					
				*445,597	16				
23.	"			14,896	30				
24.	"			16,916	90				
25.	"			1,000					
"	"			14,898	20				
26.	"			14,898	60				
"	"			3,000					
27.	"			14,899	30				
29.	"			14,898	30				
30.	"			15,047	35				
				*556,052	11				
				*798	54			*9 11 9 0 8	*7 12 9 11 1 3
1896.				*556,052	11				
July 1.	Dep't			14,901	10			*598,071 99	*683,993 39
"	"			1,200				9,567 40	2,500
									167 80

						50	40		
						24	28	1,000	
						50		9,566	40
						9,567	60	2,500	
						2,835	70		
						2,500		2,834	70
						1,400		369	39
						450		2,000	
						1,250		245	97
						50		1,200	
						265	60	261	66
						2,500		2,500	
						2,835	70	2,834	80
						9,567	60	9,567	80
						900		1,507	10
						2,000		700	
						9,565	80	2,500	
						2,500		2,837	40
						2,834	80	9,568	60
						2,500		920	
						2,836	60	9,567	60
								2,836	80
						9,567	40	2,500	
								200	
						2,000		2,500	
						2,500		2,836	40
								9,568	40
								*598,071	99
*7 13 8 4 7 2									
*750,284 70									
700									

"	"			1,000	
"	"			300	
2.	"			14,900 80	
"	"			1,200	
6.	"			2,000	
"	"			14,901	
7.	"			14,896 30	
8.	"			14,898 80	
9.	"			1,250	
"	"			14,897 90	
10.	"			15,348 60	
"	Dis. 450.00			440 50	
11.	Dep't			15,277	
"	"			1,000	
13.	"			1,500	
"	"			3,250	
"	"			14,896 30	
14.	"			16,095 10	
				*720,205 51	
				*720,205 51	
7, 16.	Dep			14,896 80	
17.	"			1,500	
"	"			1,500	
"	"			14,895 10	

[* In pencil in copy.]

2,500	168 92		
565 75	100	380	
2,836 60	117 47	1,500	
2,500	500	2,500	
2,838 40	9,567 60	9,567 70	
	450	2,838 70	
9,568 60	2,838 40	168 20	
2,500	2,500	105 18	
1,200	100	700	
2,500	368	2,837 40	
1,036	2,837 40	337 49	
2,837 40	9,568 60	2,500	
	2,500		
9,567 60	52	2,425	
1,250	25 51	9,568 70	
	2,500	334 60	
9,568 70	2,836 60	9,567 40	
2,838 40	9,568 40		
	500	2,838 40	
2,500	144 08	2,500	
2,000	26 39	9,568 70	
1,250	2,500	2,838 40	
83 33			
100 00	9,567 60	2,500	
125 00		15	
106 52	1,450	500	
70		9,567 60	
3,607 50	2,836 60	1,400	
9,567 60			
2,836 60			
		*828,043 23	
*6 10 6 7 7 3	*9 13 9 12 9 2	*9 9 11 8 4	
*828,043 23	*884,499 51	*971,746 18	
	16 83		
2,500	2,500	2,500	

Pass Book of M. Schwartz & Co. in Account with American National Bank—Continued.

7, 18.	Dep	14,898 10	2,837 40	2,838 40	325
20.	"	1,500	300	9,568 60	10 50
"	"	14,892 90	12 95		289 09
"	"	1,800		1,711 03	88 55
21.	"	14,896	134 14	169 27	
"	"	1,800	2,500		140 91
22.	"	17,395 30	361 14	2,500	65 75
June 30.	"	1,500	2,836 70	2,836 20	11
July 3.	"	3,000		2,500	25
"	"	14,897 30	9,566 70		595
6.	"	2,500	366 90	9,568 70	500
14.	Discount brought over	†[2,693 46]	403	2,836 40	645 02
15.	Dep.	14,895 50	222 90	9,567 80	524 20
"	Discount 450.00	440 60	230 19	3,600	158 89
17.	" *Wilkinson	271 09	150	2,500	3,000
June 18.	Dep.	1,000	2,500	2,836 60	9,568 60
5.	Ex.	1,000	2,836 20	2,500	
			1,500	2,250	2,500
			9,568 60	9,568 60	2,837 70
				78 80	1,326 30
			2,500	1,700	364 97
			2,836 20	36 78	9,567 70
			2,700	408 26	2,600
			9,567 70	9,567 70	2,837 80
			25 56	2,836 70	4,000
				2,750	413 40
		*859,684 20			*1,016,641 56
		*859,684 20	*6 9 7 7 6	*8 6 7 4	
July 14.	Discount 251.37	250 81			
	252.71	250 35	*1,016,641 56	*1,079,716 08	
	253.96	249 90	16 60	100	
	255.20	249 42	80	9,567 40	
	256.50	248 90	2,500	2,000	

	259.13		247 85
	260.34		247 34
	709.80		700 49
			*862,377 66
23.	Dep't		18,649 30
24.	"		17,146 30
25.	"		2,000
"	"		17,400 30
27.	"		20,294 30
			*937,867 86
28.	"		1,500
"	"		16,237 45
"	"		2,600
"	Dis. 300.00		293 73
29.	Dep't		3,000
"	"		18,198 60
			*979,697 64
			*7 6 9 6 4 2
			*979,697 64
1896.			
July 30.	Dep't	[1]	16,397 30
"	"	[1]	2,000
"	"	[1]	1,250
31.	"	[1]	16,396 40
"	"	[1]	2,000
"	"	[1]	2,500
Aug. 1.	"	[1]	18,397 40
"	"		6,364 23
3.	Dis. $500.00		2,480 00
	" 2,500.00		2,463 89
	" 2,500.00		2,446 66
	" 2,500.00		2,429 45
	" 2,500.00		19,897 10
4.	Dep.		549
			133 50
			2,800
			9,567 40
			3,500
			2,836 70
			253 50
			2,100
			9,567 70
			2,836 60
			4,000
			900
			2,500
			16 84
			381 08
			2,836 40
			9,566 20
			2,000
			4,000
			4,000
			9,568 40
			3,700
			1,040 51
			2,836 80
			4,000
			70
			83 33
			100
			125
			3,600
			9,567 40
			2,838 20
			4,000
			104 11
			2,837 40
			9,567 20
			4,000
			3,400
			*1,159,659 43
Checks			1,159,659 43

[* In pencil in copy.]

[1 Figures enclosed in brackets erased in copy.]

Pass Book of M. Schwartz & Co. in Account with American National Bank—Continued.

Aug.	4. Dep.	1,000			
	3. "	19,894 20			
	To balance	*1,095,614 27			
		64,045 16			
		1,159,659 43			1,159,659 43
			1896.		
			Aug. 6th. To balance		64,045 16

[* In pencil in copy.]

191 *Continued to Thursday, October 27th, 1898.*

Extract from Minutes of Division "E."

Civil District Court, Parish of Orleans, Division "E."

WEDNESDAY, *October 26th*, 1898.

Present: Hon. Geo. H. Theard, judge.

F. L. RICHARDSON, Receiver of the American Nat'l Bank,
vs.
SUMPTER TURNER and EDWARD WEIL, Syndics of M. Schwartz & Co. *et als.* } No. 55364.

This cause came on this day for trial—present, F. N. Butler, Esq., for plaintiff; Messrs. Lazarus, Moore & Luce, for defendants—and, after hearing pleadings and evidence, the court ordered the matter continued to Thursday, October 27th, 1898, for further hearing.

Continued by Preference for Argument.

Extract from Minutes of Division "E."

THURSDAY, *October 27th*, 1898.

Present: Hon. Geo. H. Theard, judge.

This cause came on this day for further trial—present, F. N. Butler, Esq., for plaintiff; Messrs. Lazarus, Moore & Luce, for defendants—and, after hearing further evidence, the court ordered the matter continued by preference for argument.

Continued by Preference.

Extract from Minutes of Division "E."

THURSDAY, *November 10th*, 1898.

Present: Hon. Geo. H. Theard, judge.
Continued by preference.

Continued by Preference.

192 Extract from Minutes of Division "E."

THURSDAY, *December 8th*, 1898.

Present: Hon. Geo. H. Theard, judge.
Continued by preference.

Continued by Preference.

Extract from Minutes of Division "E."

THURSDAY, *December 22nd*, 1898.

Present: Hon. Geo. H. Theard, judge.
Continued by preference.

Continued by Preference.

Extract from Minutes of Division "E."

THURSDAY, *January 12th*, 1899.

Present: Geo. H. Theard, judge.
Continued by preference.

Continued by Preference.

Extract from Minutes of Division "E."

THURSDAY, *January 26th*, 1899.

Present: Hon. Geo. H. Theard, judge.
Continued by preference.

Exception (Peremptory) of Defendants of No Cause of Action.

Filed January 25th, 1898.

Civil District Court, Parish of Orleans, Division "E."

F. L. RICHARDSON, Receiver of the American Nat'l Bank,
vs.
SUMPTER TURNER and EDWARD WEIL, Syndics of M. Schwartz & Co. *et als.*
No. 55364.

Defendants plead, to the demand of plaintiff, the peremptory exception of no cause or right of action.

Wherefore they pray that the demand of plaintiff be rejected at his costs.

(Signed) LAZARUS & LUCE, *Att'ys.*

193 *Exception (Peremptory) of Defendants of Estoppel and Res Adjudicata.*

Filed January 25th, 1899.

Civil District Court, Parish of Orleans, Division "E."

F. L. RICHARDSON, Receiver of the American Nat'l Bank,
vs.
SUMPTER TURNER and EDWARD WEIL, Syndics of M. Schwartz & Co. *et als.*
No. 55364.

Now come the defendants, syndics herein, and plead the peremptory exceptions of estoppel and *res adjudicata;* that, as shown upon the record in this case and that of M. Schwartz & Co. *vs.* Their Creditors, No. 50562, introduced in evidence herein, and the evidence adduced in this cause, plaintiff, the receiver of the American national bank, appeared and voted at the creditors' meeting held on Feb. 1st, 1897, to accept the cession and elect a syndic; that he established the claim of said bank at said meeting without showing that he was

entitled to a pledge upon the stock and other collateral securities claimed to be held by him for the indebtedness due said bank and without reserving his right as pledgee, swearing to and proving up his debt without establishing any pledge and without any reservation of the pledge whatever: that said creditors' meeting was filed in court, homologated, and became final by reason of the delays running and no opposition being filed thereto, and is therefore *res adjudicata* and estoppel against any demand of plaintiff as receiver or as pledgee of said stock or other collaterals claimed to be held by him, and against any right he may have to sell said property, independent of the syndics, by any officer other than said syndics, and to take same out of and from under the administration of the syndics.

Defendants further plead that at the meeting of creditors
194 held June 14th, 1897, which fixed the terms of sale, plaintiff in his capacity as receiver, also appeared and voted as a sworn creditor, without any reservation of his alleged pledge; that said creditors' meeting was concluded, filed, and homologated by a judgment of this court, becoming final by reason of the delays running without any opposition being filed, and is now *res adjudicata* and estoppel against any claim of plaintiff, either of a pledge or privilege upon said stock and other collateral securities claimed to be held by him, or to sell same th-ough any officer other than the syndics herein, or to take the same from their administration, or defeat the distribution of the proceeds thereof by said syndics.

Defendants further plead that although plaintiff originally had a pledge on the 500 shares of stock to secure the overdraft, as set up in defendants' original answer, that by said creditors' meeting and his voting and participation therein without establishing his privilege and pledge and without the aforesaid reservations he is not entitled to claim a privilege or pledge or to have the administration, sale, and distribution of said stock and other collateral securities, the pleas of *res adjudicata* and estoppel barring him, as above set forth.

Wherefore defendants pray that this exception be maintained and plaintiff's demand rejected and dismissed at his costs and for general relief.

Jan. 24, '99.

Continued by Preference.

Extract from Minutes of Division "E."

THURSDAY, *February 9th*, 1899.

Present: Hon. Geo. H. Theard, judge.

No. 55364.

Civil District Court, Parish of Orleans, Division "E."

195 Civil District Court, Parish of Orleans, Division "E."

F. L. RICHARDSON, Receiver of the American Nat'l Bank,
vs.
SUMPTER TURNER and EDWARD WEIL, Syndics of M. Schwartz & Co. *et als.* } No. 55364.

Continued by preference.

Continued by Preference.

Extract from Minutes of Division "E."

THURSDAY, *February 23rd*, 1899.

Present: Hon. Geo. H. Theard, judge.
Continued by preference.

Civil District Court, Division "E."

F. L. RICHARDSON, Receiver American National Bank,
vs.
SUMPTER TURNER and EDWARD WEIL, Liquidators. } No. 55364.

Testimony for plaintiff in the above numbered and entitled cause, taken in open court on the 9th day of March, A. D. 1899, before the Honorable George H. Theard, judge.

Present: Frank N. Butler, Esq., for plaintiff; Messrs. Lazarus & Luce, for defendants.

H. W. SPEAR, Esq., having already been sworn, testified as follows:

Direct examination.

By Mr. BUTLER:

Q. When you were last upon the stand you were requested to produce in court the proofs of claim held by the Metropolitan bank, the Bank of Commerce, and the Whitney bank in their respective claims against the American national bank in the hands of
196 the receiver—the basis of their dividends. Have you got them?

A. Yes, sir; I have.

Q. Will you produce them?

A. Yes, sir; here they all are. These are the Whitney national.

(Witness produces the following documents, marked "Whitney national, 1, 2, 3, and 4," and, in connection with Mr. Spear's testimony and proofs of claim of the Whitney national bank, counsel for plaintiff offers, introduces, and asks to be filed in evidence the above-mentioned four documents, and asks leave to file copies in lieu of the originals.)

Q. Have you any other proofs?

A. Proofs of the Bank of Commerce.

(Witness produces three documents, marked "Bank of Commerce, 1, 2, and 3," as evidence of the claim of the Bank of Commerce, and said documents are filed in evidence on behalf of plaintiff, and leave of the court is asked to file copies of same in lieu of the originals.

Witness produces proofs of claim of the Metropolitan bank, evidenced by two documents, marked "Metropolitan bank, 1," and "Metropolitan bank, 2," which are offered in evidence in connection with this testimony, and leave of the court is asked and obtained to file copies in lieu of the originals.)

Cross-examination.

By Mr. LUCE:

Q. These are certified checks of M. Schwartz & Co. on the American national bank. These three claims of the Whitney, Bank of Commerce, and Metropolitan, what amount of dividends have been paid upon these claims?

A. Upon these claims? 15 per cent.

By Mr. BUTLER:

Q. The assets of the receivership of the American national bank have not been all distributed, have they, to the creditors of
197 the bank?

A. No, sir.

Q. Can you state, in round numbers, about how much money is still in the hands of the receiver for distribution as the courts may order?

A. In the hands of the receiver or the comptroller?

Q. Well, in the hands of the comptroller, which belongs to the receivership of the American national bank.

A. Not in round numbers, Mr. Butler, I couldn't. I think it was about——

Counsel for defendant objects to any evidence of that kind for the purpose of fixing the liability upon the syndics for dividends which have not been paid, said evidence being weak, uncertain, and conjectural.

By the COURT: I will allow the evidence to go in.

To which ruling of the court counsel for defendants except and reserve this note in lieu of a bill.

Q. You can answer now, as near as possible.

A. I think about $63,000.00.

Q. How much?

A. About sixty-three thousand dollars is in his hands for the American national bank.

Q. Are there or not large claims—claims for large amounts—in litigation?

A. Yes, sir.

Q. From which more or less is expected to be recovered for the creditors of the bank?

A. Yes, sir; there is.

By Mr. LUCE: How much would $66,000.00 pay on the indebtedness of the bank?

A. About ten per cent., sir.

It is agreed that the record in the Insolvency of M. Schwartz & Co. *vs.* His Creditors, No. 56562, be, and the same is hereby,
198 filed in evidence herein, with the understanding that, in the event of an appeal, only such portions of that record as either party may desire to have copied in the transcript of appeal shall be taken up on appeal.

It is further agreed that the several checks offered in evidence herein on the part of the plaintiff and which it was agreed should, in case of appeal, be taken up in the original shall have copies substituted in lieu thereof, said copies to have the same effect as the originals, it being agreed that the original checks shall be considered as part of the record and subject to the examination and inspection of the counsel for the syndics at any time they may desire; and it is further agreed that the pledge notes and powers of attorney pinned thereto shall go up in the originals, and also certificate of stock.

F. L. RICHARDSON, Esq., having already been sworn, deposes and says on behalf of plaintiff:

Direct examination.

By Mr. BUTLER:

Q. Since testimony was taken in this case has any arrangement been made with the United States National Bank of New York in regard to certain of the notes of M. Schwartz & Co. held by the American national bank, rediscounted to that bank or pledged to that bank?

A. I will state that all of the notes which at the time of the bringing of this suit had been held by the United States National Bank of New York were stated to be in abeyance; that all those notes have been since turned over to me, and the claim of the United States national bank has been settled and extinguished by compromise, and I now hold them as receiver in full owner-
199 ship, without any outside claim. I make this statement because at the date of filing of this suit there was some claim from the United States National Bank of New York filed. That claim was about $30,000.00, and it has since been extinguished.

Q. None of the notes to which you have just testified are included in this suit, but there is a reservation in the prayer of the petition that, in the event the American National Bank receivership ever recovered the title to those notes, they might have their right to proceed reserved.

A. Yes, sir.

Cross-examined.

By Mr. LUCE:

Q. How were they compromised, Mr. Richardson?

A. They were compromised by the payment of some seven or eight thousand dollars, balance due them.

Q. By a receiver?

A. Yes, sir; there were three different banks claiming this fund, and all parties were settled with.

Q. The receiver compromised and got the notes, with the collaterals attached?

A. Got the notes, with everything attached.

Q. And the eight thousand dollars?

A. Yes, sir; that matter was closed up.

By Mr. BUTLER:

Q. There were other collaterals besides Schwartz's notes held by the U. S. national bank, were there not?

A. Yes, sir.

Q. And which you recovered in that settlement?

A. There were.

200 *Continued to March 13th*, 1899.

Extract from Minutes of Division "E."

Civil District Court, Parish of Orleans, Division "E."

THURSDAY, *March 9th*, 1899.

Present: Hon. Geo. H. Theard, judge.

F. L. RICHARDSON, Receiver of the American National Bank,
vs.
SUMPTER TURNER and EDWARD WEIL, Syndics of M. Schwartz & Co. *et als.* } No. 55364.

This case came on this day for argument—present, Frank N. Butler, Esq., for plaintiff; J. N. Luce, Esq., for defendants—and, after hearing counsel, the court ordered the matter continued to March 13th, 1899, at 11 a. m., for further argument.

Continued by Preference.

Extract from Minutes of Division "E."

MONDAY, *March 13th*, 1899.

Present: Hon. Geo. H. Theard, judge.
Continued by preference.

Submitted.

Extract from Minutes of Division "E."

Civil District Court, Parish of Orleans, Division "E."

MONDAY, *March 20th*, 1899.

Present: Hon. Geo. H. Theard, judge.

F. L. RICHARDSON, Receiver of the American National Bank,
vs.
SUMPTER TURNER and EDWARD WEIL, Syndics of M. Schwartz & Co. *et als.* } No. 55364.

201 This cause came on this day for further argument—present, Frank N. Butler, Esq., for plaintiff; J. N. Luce, Esq., for defendants—and, after hearing further argument, the matter being submitted, the court took the same under advisement.

Judgment.

Civil District Court, Parish of Orleans, Division "E."

F. L. RICHARDSON, Receiver of the American National Bank,
vs.
SUMPTER TURNER and EDWARD WEIL, Syndics of M. Schwartz & Co. *et als.* } No. 55364.

In this cause, submitted to the court for adjudication, for the reasons this day orally assigned, the law and the evidence justifying this judgment—

It is ordered, adjudged, and decreed that the exceptions of estoppel and *res adjudicata* herein, filed by defendants, be overruled, and that their exception of no cause of action be also overruled, except as hereinafter maintained.

It is further ordered, adjudged, and decreed that there be judgment in favor of plaintiff, Frank L. Richardson, receiver of the American National Bank of New Orleans, Louisiana, and against defendants, Sumpter Turner and Edward Weil, syndic of the commercial firm of Moses Schwartz and Company and of Moses Schwartz and Meyer G. Weil, individually and as members of said firm, in the sum of twenty-five hundred dollars, with 8 % interest thereon from September 6th, 1896, until paid, and with privilege and right of pledge on certificate No. 19 for 50 shares of the capital stock of the

Schwartz Foundry Co., Ltd., of New Orleans, in the name of M. Schwartz and Co.

And in the further sum of twenty-five hundred dollars, with 8 % interest thereon from October 6th, 1896, and with privileges and right of pledge on certificate No. 21 for 50 shares of the
202 capital stock of the said Schwartz Foundry Company, Ltd., in the name of M. Schwartz & Co.

And in the further sum of twenty-five hundred dollars, with 8% interest thereon from November 6th, 1896, and with privilege and right of pledge on certificate No. 20 for 50 shares of the capital stock of the said Schwartz Foundry Co., Ltd., in the name of M. Schwartz and Co.

And in the further sum of twenty-five hundred dollars, with 8 % interest thereon from December 6th, 1896, and with privilege and right of pledge on certificate No. 22 for 50 shares of the capital stock of the said Schwartz Foundry Co., Ltd., in the name of M. Schwartz & Co.

And in the further sum of sixty-four thousand and forty-five and 16/100 dollars ($64,045.16), with legal interest from August 6th, 1896, and with privilege and right of pledge on certificate No. 157 for 20 shares of the capital stock of the People's Slaughter House and Refrigerating Co., in the name of M. Schwartz and Co., and on certificate No. 6 for 10 shares of the capital stock of the Crescent City yarn and knitting mills, in the name of M. Schwartz and Co., and on 20 bonds, Nos. 397 to 416, inclusive, of the Teche Railroad and Sugar Co., of fifty pounds sterling each, payable semi-annually at Leicester, England, with 6 % per annum interest, dated September, 1893, and on certificate No. 14 for 500 shares of the capital stock of the said Schwartz Foundry Co., Ltd., in the name of M. Schwartz & Co.

It is further ordered, adjudged, and decreed that the said shares of stock and the said bonds be sold at public auction by Albert Paul, auctioneer, after the advertisement and according to law, and that the proceeds realized from said sale be respectively applied to the extinguishment "*pro tanto*" of the several claims herein allowed and to secure which the said bonds and shares of stock are held in pledge by plaintiff.

It is further ordered, adjudged, and decreed that as to the balance of plaintiff's demand, unsecured by pledge, the defendants' exception of no cause of action be maintained, and accordingly that so
203 much of said plaintiff's demand as is not decreed by this judgment to be secured by pledge be dismissed, without prejudice, however, to plaintiff's right to renew and establish the same "*in concurso*" with the other creditors of the insolvents, in due course of law, in the insolvency proceedings of Moses Schwartz & Co. *v.* Their Creditors, No. 50562 of the docket of this court.

It is finally ordered, adjudged, and decreed that defendants pay costs of suit.

Judgment rendered in open court May 1st, 1899.

Judgment signed in open court May 5th, 1899.

(Signed) GEO. H. THEARD, *Judge.*

Judgment Signed.

Extract from Minutes of Division "E."

FRIDAY, *May 5th*, 1899.

Present: Hon. Geo. H. Theard, judge.

The judgment rendered in this case on May 1st, 1899, was signed this day in open court.

Motion of Defendants for a Suspensive Appeal.

Filed May 12th, 1899, and entered on minutes of same date.

Civil District Court, Parish of Orleans, Division "E."

F. L. RICHARDSON, Receiver of the American National Bank,
vs.
SUMPTER TURNER and EDWARD WEIL, Syndics of M. Schwartz & Co. *et als.* } No. 55364.

On motion of Lazarus & Luce, of counsel for defendants, syndics of M. Schwartz & Co. and of the individual members of said firm, Moses Schwartz and Michael G. Weil, and on suggesting and informing the court that in the above-styled matter judgment was ren-
204 dered against the defendants in the words and figures as follows, to wit:

F. L. RICHARDSON, Receiver,
vs.
TURNER & WEIL, Syndics. } No. 55364.

In this case submitted to the court for adjudication for the reasons this day orally assigned, the law and evidence justifying the judgment—

It isordered, adjudged, and decreed that the exceptions of estoppel and *res adjudicata* herein filed by defendants be overruled, and that their exception of no cause of action be also overruled, except as hereinafter maintained.

It is further ordered, adjudged, and decreed that there be judgment in favor of plaintiff, Frank L. Richardson, receiver of the American National Bank of New Orleans, La., and against defendants, Sumpter Turner and Edward Weil, syndics of the commercial firm of Moses Schwartz and Co. and of Moses Schwartz and Michael G. Weil individually and as members of said firm, in the sum of $2,500.00 with 8 % interest thereon from Sept. 6th, 1896, until paid, and with privilege and right of pledge on certificate No. 19 for 50 shares of the capital stock of the Schwartz Foundry Co., Ltd., of New Orleans, La., in the name of M. Schwartz & Co., and in the further sum of $2,500.00, with 8 % interest thereon from Oct. 6th, 1896, and with privilege and right of pledge on certificate No. 21 for 50 shares of the capital stock of the said Schwartz Foundry Co.,

Ltd., in the name of M. Schwartz & Co., and in the further sum of $2,500.00, with 8 % interest thereon from Nov. 6th, 1896, and with privilege and right of pledge on certificate No. 20 for 50 shares of the capital stock of the said Schwartz Foundry Co., Ltd., in the name of M. Schwartz & Co.

And in the further sum of $2,500.00, with 8 % interest thereon from Dec. 6th, 1896, with privilege and right of pledge on certificate No. 22 for 50 shares of the capital stock of the said Schwartz Foundry Co., Ltd., in the name of M. Schwartz & Co.

205 And in the further sum of $64,045.16, with legal interest from Aug. 6th, 1896, and with privilege and right of pledge on certificate No. 157 for 20 shares of the capital stock of the People's Slaughter House & Refrigerating Co. in the name of M. Schwartz & Co., and on certificate No. 6 for 10 shares of the capital stock of the Crescent City yarn & knitting mills in the name of M. Schwartz & Co., and on twenty bonds, Nos. 397 to 416, inclusive, of the Teche Railroad & Sugar Co., of fifty pounds sterling each, payable semi-annually, at Leicester, England, with 6 % per annum interest, dated September, 1893, and on certificate No. 14 for 500 shares of the capital stock of the said Schwartz Foundry Co., Ltd., in the name of M. Schwartz & Co.

It is further ordered, adjudged, and decreed that the said shares of stock and the said bonds be sold at public auction by Albert Paul, auctioneer, after due advertisement and according to law, and that the proceeds arising from said sale be respectively applied to the extinguishment *pro tanto* of the several claims herein allowed, and to secure which the said bonds and shares of stock are held in pledge by plaintiff.

It is further ordered, adjudged, and decreed that as to the balance of plaintiff's demand unsecured by pledge the defendants' exception of no cause of action be maintained, and accordingly that so much of said plaintiff's demand as is not decreed by this judgment to be secured by pledge be dismissed, without prejudice, however, to plaintiff's right to renew and establish the same *in concurso* with the other creditors of the insolvent in due course of law in the insolvency proceedings of Moses Schwartz & Co. *v.* Their Creditors, No. 50562 of the docket of this court.

It is finally ordered, adjudged, and decreed that defendants pay costs of suit.

And on further informing and suggesting the court that said judgment was signed on May 5th, 1899, and that defendants are ag-rieved by said judgment and desire to suspensively appeal therefrom to the supreme court of this State:

It is ordered that the said Sumpter Turner and Edward Weil, syndics of M. Schwartz & Co. and of Moses Schwartz and
206 Michael G. Weil, be, and they are hereby, granted a suspensive appeal from the judgment rendered herein, returnable to the supreme court of Louisiana on or before the third Monday of May, 1899, on giving bond conditioned according to law in the sum of one thousand dollars.

(Signed) G. H. T.

Bond of Appeal.

Filed May 15th, 1899.

Civil District Court, Parish of Orleans, Division "E."

F. L. RICHARDSON, Receiver of the American Nat'l Bank,
vs.
SUMPTER TURNER and EDWARD WEIL, Syndics of M. Schwartz & Co. *et als.*
No. 55364.

Know all men by these presents that we, Edward Weil and Sumpter Turner, syndics of M. Schwartz & Co., Moses Schwartz and M. G. Weil, as principals, and Alfred Jardet, as surety, are held and firmly bound unto Paul O. Guerin, clerk of the civil district court for the parish of Orleans, his successors, executors, administrators, and assigns, in the sum of one thousand dollars; for the payment whereof we bind ourselves, our heirs, executors, and administrators, firmly by these presents.

Sealed with our seal and dated in the city of New Orleans on this 15th day of May, in the year of our Lord one thousand eight hundred and ninety-nine.

Whereas the above-bounded Edward Weil and Sumpter Turner, syndics of M. Schwartz and Co., & Moses Schwartz & M. G. Weil have this day filed a motion of appeal from a final judgment rendered against them as syndics in the suit of F. L. Richardson, receiver of the American national bank, *vs.* Edward Weil & Sumpter Turner, syndics of M. Schwartz — Co., Moses Schwartz, and M. G. Weil, No. 55364 of the civil district court for the parish of Orleans, on the — day of ——, 189–, and signed on the fifty day of May, 1899:

207 Now, the condition of the above obligation is such that the above-bound Edward Weil and Sumpter Turner, syndics, shall prosecute their said motion of appeal and shall satisfy whatever judgment may be rendered against them, including costs of lower and supreme court, or that the same shall be satisfied by the proceeds of their estate, real or personal, if they be cast in the appeal; otherwise that the said Alfred Jardet shall be liable in their place.

(Signed) SUMPTER TURNER &
EDWARD WEIL, *Syndics.*
By their att'ys, LAZARUS & LUCE. [SEAL.]
ALF. JARDET. [SEAL.]

Signed, sealed, and delivered in the presence of—
—— ——.

Agreement of Counsel as to Making Transcript.

Filed October 16th, 1899.

Civil District Court, Parish of Orleans, Division "E."

F. L. RICHARDSON, Receiver of the American Nat'l Bank,
vs.
SUMPTER TURNER and EDWARD WEIL, Syndics of M. Schwartz & Co. *et als.*
No. 55364.

It is agreed that there may be omitted and not copied in the transcript of appeal herein made, the same to go up to the Supreme Court in the originals, the following documents, to wit:

1. The 10 notes herein sued on and described in the petition given by M. Schwartz and Co. in favor of the American national bank for the respective amounts set forth in the petition of plaintiff.

2. Copy of the account current of M. Schwartz & Co. to Aug. 5, '96, filed herein on Apr. 19, '97.

3. The following notes, with certificates of protest and collaterals attached, and which are described in plaintiff's petition as follows, to wit:

208 Date.	Amount.	Remarks.
Apr. 22, '96.....	$2,500.....	Endorsed by M. Schwartz & Co.
Do.	2,500.....	do.
July 27, '96.....	2,500.....	do.
July 28, '96.....	2,500.....	do.
Aug. 3, '96.....	2,500.....	do.
Do.	2,500.....	do.
Do.	2,500.....	do.
Aug. 5, '96.....	4,000.....	M. Schwartz & Co., drawers.
Aug. 3, '96.....	2,500.....	M. Schwartz & Co., endorsers.

4. The following certificates of capital stock issued by Schwartz Foundry Co., Ltd., of the par value of $100 each to M. Schwartz & Co., signed M. Schwartz, president, and M. G. Weil, secretary, all of said shares of stock having power of attorney attached, signed M. Schwartz & Co., to wit: Certificate 19 for 50 shares, certificate 20 for 50 shares, certificate 22 for 50 shares, certificate 21 for 50 shares, and certificate No. 14 for 500 shares.

5. Certificate No. 157 for 20 shares People's Slaughter house & Refrigerating Co., Ltd., signed D. O. Jackson, pres't, favor M. Schwartz & Co., with power of attorney, signed M. Schwartz & Co. in blank.

6. Certificate No. 6 of Crescent City yarn & knitting mills for 10 shares, signed M. Frank, pres't, favor M. Schwartz, with power of attorney given by M. Schwartz.

7. 20 debenture bonds issued by Teche R'y & Sugar Co. for 50 pounds each, numbered consecutively from 398 to 417, inclusive.

It is further agreed that in the event said transcript is not com-

plete either party shall have the right to complete the same by filing under certificate of the clerk of court any evidence that may have been omitted and by producing and filing any original documents or parts of the record of M. Schwartz & Co. *vs.* Their Creditors, No. 50562, or any documents or parts of the record in this case that may have been omitted.

It is further agreed that the time for filing the transcript herein in the Supreme Court shall be extended to the 1st Monday in November, 1899.

209 (Signed) F. L. RICHARDSON, *Rec'd.*
LAZARUS & LUCE, *Att'ys.*

Sept. 22, 1899.

210 *Instruction of Counsel for Defendant as to Papers and Documents to be Copied in Transcript of Appeal in Cause.*

Offered in evidence by counsel for defendant.

Civil District Court, Division "E."

MOSES SCHWARTZ & COMPANY
vs.
THEIR CREDITORS. } No. 50562.

1. Beginning or caption, being found on page 1 of the meeting of creditors of Feb. 1, '97, to accept cession and elect syndic.

2. Vote of F. L. Richardson, as receiver of the American national bank, at aforesaid meeting to accept cession and elect syndic, said vote being found on pages 92, 93, and 94 of the procès verbal of said meeting.

3. Close or summary and recapitulation of the votes cast at aforesaid meeting of creditors, found on pp. 98 and 99 of said procès verbal.

4. Endorsement of filing of aforesaid procès verbal on Feb. 23, '97.

5. Petition and decree, dated Feb. 23, '97, homologating the aforesaid procès verbal.

6. Beginning or caption of the meeting of creditors held on June 14, '97, to fix terms of sale of property surrendered.

7. Vote of F. L. Richardson, as receiver American national bank, at aforesaid meeting to fix terms of sale, said vote being found on pages 51 of said procès verbal.

8. Close and summary and recapitulation of the votes cast at said meeting of creditors on Jun- 14, '97, found of page — of said procès verbal.

9. Petition and decree homologating procès verbal of meeting held on June 14, '97, dated July 6, '97, with endorsement showing filing on said date.

211 *Procès Verbal of the Meeting of Creditors of Moses Schwartz and Company, of Date February, 1st, 1897.*

Offered in evidence by counsel for defendant.

Filed February 23rd, 1897. Jas. D. Rankin, D'y Clerk.

STATE OF LOUISIANA, }
Parish of Orleans. }

Civil District Court, Parish of Orleans, Division E.

MOSES SCHWARTZ AND COMPANY } No. 50562.
vs.
THEIR CREDITORS. }

No. —.

Meeting of creditors of Moses Schwartz & Co.

FEBRUARY 1ST, 1897.

Be it known that on this first day of February, in the year of our Lord one thousand eight hundred and ninety-seven—

By virtue of and pursuant to an order of the Honorable George H. Theard, judge of division E of the civil district court for the parish of Orleans, bearing date the 24th of December, 1896, rendered in the matter of M. Schwartz & Co. *vs.* Their Creditors, No. 50562 on the docket of said court, on the petition of Moses Schwartz and Michael G. Weil, composing the commercial firm of M. Schwartz & Co., and directing that the cession of property of said petitioners be accepted by the court for the benefit of their creditors; that a meeting of said creditors be convened and held before the undersigned notary in this city on the first day of February, 1897, for the purpose of deliberating on the affairs of said petitioners, voting upon their discharge from their debts, electing a syndic, and acting upon all other matters that may be brought before them, and that in the meantime all judicial proceedings against the person as well as against the property of said petitioners be stayed, as the whole will more fully appear by reference to said order of court and to said petition, a duly certified copy whereof is hereto annexed—

212 I, William Ardill, a notary public in and for the city of New Orleans, parish of Orleans, duly commissioned and qualified, and in the presence of the witnesses hereinafter named and undersigned, did proceed to hold and did hold said meeting of creditors at my office, No. 830 Common street, at New Orleans, at 11 o'clock a. m., in the manner following, to wit:

Vote of F. L. Richardson as Receiver of American National Bank at Aforesaid Meeting to Accept Session and Elect Syndic.

Offered in evidence by counsel for defendant.

Filed February 23rd, 1897.

Civil District Court, Division "E."

MOSES SCHWARTZ & CO. }
vs. } No. 50562.
THEIR CREDITORS. }

Personally came and appeared Frank L. Richardson, of lawful age and a resident of this city, in his capacity as receiver of the American national bank, and who, being by me, notary, first duly sworn, deposes and says:

That he is the duly authorized receiver of the American national bank, as per certified copy of his appointment by the Comptroller of the Currency, hereto annexed and made part hereof: that the said firm of Moses Schwartz & Co., insolvents herein, and the individual members thereof, are justly and truly indebted unto the American national bank, of which he is the receiver, in and to the full sum of one hundred thousand *dollars* eight hundred and seventy and $\frac{16}{100}$ dollars, a detailed statement of which is hereto annexed and made part hereof, marked Exhibit X Y, for identification, and that his said vote herein is made with the following statement and the following reservation:

That demand note # 516 for the sum of $750 is pledged to J. M. Lewis as part collateral security for a loan of $50,000 due said Lewis, and the same is secured by ten shares of the stock of the Capital City Oil Co., the value of which is unknown to affiant, but affiant reserves all his rights as pledgor and as a privileged creditor upon said shares.

That note # 324, dated Aug. 3, '96, made by M. G. Weil to the order of M. Schwartz & Co., and by them endorsed, due Nov. 4, '96, for $6,500.00, is also pledged to J. M. Lewis, and is secured
213 by 100 shares of the stock of the Schwartz Foundry Co., and he also reserves his right upon said stock as pledge creditor.

That note # 102, drawn by same parties, dated April 22, '96, for $2,500.00, due Aug. 25, '96, endorsed by M. Schwartz & Co., is held by the U. S. National Bank of New York in abeyance, there being no indebtedness to said bank.

That note # 108, signed by M. G. Weil, dated May 25, '96, for $2,500.00, endorsed by M. Schwartz & Co., due August 26, '96, is rediscounted by the National City Bank of New York, but affiant is still the owner thereof in his said capacity.

That note # 109, by same party, dated August 3, '96, for $2,500.00, due Sept. 6, '96, is held by said U. S. national bank, without legal right and in abeyance, and is secured by fifty shares of the capital stock of the Schwartz Foundry Co., and affiant reserves all his rights on said securities.

That note #234, by same party, dated May 25, '96, due Sept. 28, '96, for $2,500.00, endorsed by M. Schwartz & Co., is rediscounted by the National City Bank of New York, and is held by them subject to mutual accounts to be hereafter adjusted, and affiant votes upon said claim as his interest may appear.

That note #257 of the same party, dated Aug. 3, '96, endorsed by same parties, for $2,500.00, due Oct. 26, '96, is held by the U. S. national bank without legal right, no amount being due said bank, and is secured by fifty shares of the stock of the Schwartz Foundry Co., and affiant reserves his rights upon said securities, and that the value thereof and of all said stock is unknown to affiant.

That note 331 of same party, dated Aug. 3, '96, for $2,500.00, due Nov. 6, '96, is also held by said bank under the same conditions and secured by fifty shares of the Schwartz Foundry Co. stock, and like reservations are made on said stock.

214 That note #362, by same party, dated Aug. 3, 96, for $2,500.00, due Dec. 6, '96, is held by same bank on the same conditions and is also secured by fifty shares of the same stock, and like reservations are made.

Affiant further says that of said gross sum of $100,870.16 there is a sum of $19,804.60 consisting of checks certified by the American national bank, and that are held by various parties who are unknown to affiant, but affiant is primarily liable for said checks and is now paying a dividend due thereon of ten per cent. to those of the holders of said checks who have appeared, and affiant votes upon said claims as his right therein appears.

Affiant further says that no part of said amounts have been paid to him as receiver, and that his information is derived from the books of said bank, and he makes this affidavit, as receiver, to the best of his knowledge and belief.

And the said Frank L. Richardson, in his representative capacity as aforesaid, accepts for the said bank the cession made by the insolvents, Moses Schwartz and Michael G. Weil individually and as members of the firm of Moses Schwartz & Co., and votes that Edward Weil and Sumpter Turner, of this city, be appointed syndics of the creditors of said insolvents under bond of ten thousand dollars each and at a salary of two hundred dollars per month each, in lieu of fees, said syndics to devote their active and entire time to the business of said insolvency.

In faith whereof he hereunto signs his name in the presence of Charles J. Colton and Herman Michel, competent witnesses, and me, notary, this 6th day of February, 1897.

(Original signed) FRANK L. RICHARDSON, *Receiver.*
CHAS. J. COLTON.
H. MICHEL.
WILLIAM ARDILL, *Notary Public.*

215 *Recapitulation (Close or Summary and) of the Votes Cast at Aforesaid Meeting of Creditors.*

Offered in evidence by counsel for defendant. Filed February 23d, 1897.

Offered in evidence by counsel for plaintiff.

Civil District Court, Division "E."

MOSES SCHWARTZ & COMPANY
vs.
THEIR CREDITORS. } No. 50562.

And again, on this 10th day of February, 1897, pursuant to adjournment, and at my office, No. 830 Common street, in New Orleans, at the hour of 11 o'clock a. m., I opened the meeting here, and up to the hour of 4 o'clock p. m., no other creditor appearing and offering to vote herein this day, and this meeting having been opened for ten full days, I have closed same with the following:

Recapitulation.

Number of creditors appearing	92
Amount represented thereby	$123,177.97
Number voting for Edward Weil as syndic, without bond	4
Amount represented thereby	4,543.49
Number voting for Sumpter Turner as syndic, with bond	1
Amount represented thereby	1,576.19
Number voting for Edward Weil and Sumpter Turner as syndics, with bond and at a salary of $200 per month each	87
Amount represented thereby	117,057.39
Number voting for discharge of insolvents	64
Amount represented thereby	14,346.19
Number voting against discharge of insolvents	1
Amount represented thereby	1,576.19

And I, the undersigned notary, do hereby declare and certify the result of the meeting to have been that Edward Weil and Sumpter Turner have been appointed as joint syndics of the creditors of Moses Schwartz & Co. and the individual members of said firm under a bond of ten thousand dollars each and at a salary of two hundred dollars per month each, in lieu of fees, said syndics to devote
216 their active and entire time to the business of said insolvency.

(Original signed) WILLIAM ARDILL,
Notary Public.

And now to these presents personally came and appeared Charles J. Theard, appointed by the court to represent the absent creditors of the said Moses Schwartz & Co., who, having taken cognizance of what is hereinbefore written, declared that, in his opinion, the meeting had been conducted according to law.

(Original signed) CHAS. J. THEARD.

And in faith of the whole of the foregoing I hereunto sign my name, together with Charles J. Colton and Herman Michel, competent witnesses, both of this city, on the day and date last hereinabove written.

(Original signed) WILLIAM ARDILL, *Not. Pub.*
CHAS. J. COLTON.
H. MICHEL.

I, the undersigned notary, do hereby certify that the above and foregoing is a true and correct copy of the process verbal of the meeting of creditors in the matter of Moses Schwartz & Co. *vs.* Their Creditors, held before me on the 1st of February, 1897.

In faith whereof witness my hand and seal this 16th day of February, 1897.

[SEAL.] (Signed) WILLIAM ARDILL, *Not. Pub.*

Petition of Edward Weil, provisional syndic, and Edward Weil and Sumpter Turner, personally asking homologation of process verbal of creditors' meeting, and order of court thereon.

Offered in evidence by counsel for defendant.

Filed February 23d, 1897. (Signed) Jas. D. Rankin, d'y clerk.

Civil District Court, Division "E."

MOSES SCHWARTZ & Co. } No. 50562.
vs.
THEIR CREDITORS. }

217 To the honorable the judge of said court:

The petition of Edward Weil, the duly appointed and qualified provisional syndic of the insolvents, Moses Schwartz & Co. and of Sumpter Turner and the said Edwar- Weil personally, the two latter having been voted for and elected as definitive syndics of the said insolvency, as will hereinafter be more fully shown, respectfully represents:

That by virtue of and pursuant to an order of this honorable court, bearing date Dec. 24th, 1896, rendered in the above numbered and entitled cause, and directed to William Ardill, a notary public in and for the parish of Orleans, authorizing him, in his official capacity, to hold a meeting of the creditors of said Moses Schwartz & Co., a meeting of said creditors was duly convened before said William Ardill, notary public, commencing on the 1st day of February and ending on the 10th day of February, 1897, at which

meeting there appeared ninety-two creditors of said insolvent firm, representing an aggregate indebtedness of $123,177.07, as will be fully shown by a certified copy of the procès verbal of said meeting, annexed and made part hereof; that eighty-seven of said creditors, representing $117,057.39, and forming a majority in number and amount of all the creditors of said Moses Schwartz & Co. appearing on their bilan, voted for petitioners as joint definitive syndics of said insolvents under a bond of ten thousand dollars each and at a salary of two hundred dollars per month in lieu of fees, the said syndics to devote their active and entire time to the business of said insolvency; that petitioners desire to have the said procès verbal of the meeting of creditors duly filed and homologated and themselves appointed definitive syndics in accordance with said recommendations;

That the inventory and appraisement now being taken and
218 made by the provisional syndic is not yet completed, and it is desired that the definitive syndics continue to completion the said inventory and appraisement, and to continue in said work the employment of the same assistants and same appraisers as are now therein engaged.

Wherefore petitioners pray that the procès verbal of the meeting of creditors be duly homologated and made the judgment of this honorable court; that said Edward Weil and Sumpter Turner be named and appointed as joint definitive syndics of said insolvents, Moses Schwartz & Co.; that upon taking the proper oath and giving bond in the sum of ten thousand dollars each letters to that effect issue to them; that their salary as such definitive syndics be fixed at the sum of two hundred dollars per month each, they to devote their active and entire time to the business of said insolvency, the said joint definitive syndics to take possession and custody of the assets and effects of said insolvents, Moses Schwartz & Co., giving due receipt therefor to the provisional syndic; that said definitive syndics continue to completion the inventory and appraisement now being taken and made by the provisional syndic, and that the five assistants already allowed to the provisional syndic be retained by the definitive syndics for said purpose and at the same salaries already fixed, and that the same appraisers already appointed continue as such until the completion of the inventory, and they finally pray for all necessary order and general relief.

(Signed) LAZARUS, MOORE & LUCE,
F. L. RICHARDSON,
Att'ys for Petitioners.

219 *Order.*

Considering the above petition and the law in such cases made and provided—

It is ordered that the procès verbal of the meeting of creditors, commencing on the first day of February, 1897, and ending on the 10th day of February, 1897, in the matter of Moses Schwartz & Co. *vs.* Their Creditors, be, and the same is hereby, homologated and made the judgment of this court.

And, in accordance with the recommendation of the majority of said creditors in number and amount, it is ordered that Edward Weil and Sumpter Turner be, and they are hereby, named and appointed as joint definitive syndics of said insolvents, and that letters to that effect issue to them upon their taking the oath required by law and giving bond in the sum of ten thousand dollars each, conditioned as the law directs.

It is further ordered that the salary of said definitive syndics be fixed at the sum of two hundred dollars per month each, as recommended by the majority in number and amount of said creditors, the said syndics to devote their active and entire time to the business of said insolvency, and that the said definitive syndics go into possession and custody of all the effects and assets belonging to said insolvents, giving due receipt therefor to the provisional syndic.

It is further ordered that said definitive syndics continue to completion the inventory and appraisement now being made and taken by the provisional syndic; that the five assistants already allowed to the provisional syndic be retained by the definitive syndics for said purpose at the salaries already fixed, and that the same appraisers already appointed continue as such until the completion of the inventory.

New Orleans, 23rd February, 1897.

(Signed) GEO. H. THEARD, *Judge*.

220 *Meeting of Creditors Held on June 14th, 1897, to Fix Terms of Sale of Property Surrendered.*

Offered in evidence by counsel for defendant.

Filed July 6th, 1897, by Jas. D. Rankin, D'y Clerk.

STATE OF LOUISIANA, }
Parish of Orleans. }

Civil District Court, Division "E."

M. SCHWARTZ & CO. }
vs. } No. 50562.
THEIR CREDITORS. }

Meeting of creditors of Moses Schwartz & Company.

JUNE 14TH, 1897.

Be it known that on this fourteenth day of June, in the year of our Lord one thousand eight hundred and ninety-seven, by virtue of and pursuant to an order of the Honorable George H. Theard, judge of division "E" of the civil district court for the Parish of Orleans, bearing date the 28th day of May, 1897, rendered in the matter of M. Schwartz & Co. *vs.* Their Creditors, No. 50562 on the docket of said court, on the petition of Edward Weil and Sumpter Turner, definitive syndics of the insolvency of M. Schwartz & Co. and the individual members of said firm, and directing that a meeting of creditors be called before the undersigned notary public, commencing on the 14th day of June, 1897, to act upon the application in the

matter of the sale of the stock of merchandise and real estate belonging to the insolvency, to fix the terms and conditions of said sale, and to do such further acts in pursuance of said sale as the law requires and allows, as the whole will more fully appear by reference to said order of court and said petition, a duly certified copy whereof is hereto annexed—

I, William Ardill, a notary public in and for the city of New Orleans, State of Louisiana, duly commissioned and qualified, and in the presence of the witnesses hereinafter named and undersigned, did proceed to hold and did hold said meeting of creditors at my office, No. 830 Common street, at New Orleans, in the manner following, to wit:

Vote of F. L. Richardson, as Receiver American National Bank, at Aforesaid Meeting to Fix Terms of Sale.

Offered in evidence by counsel for defendant.

Filed July 6th, 1897.

Civil District Court, Division "E."

M. SCHWARTZ & Co.
vs.
THEIR CREDITORS. } No. 50562.

221 Personally came and appeared Frank L. Richardson, of lawful age and a resident of this city, who, being by me, notary, duly sworn, deposes and says:

That he is the duly authorized receiver of the American National Bank of New Orleans, as per certified copy of his appointment by the Comptroller of the Currency, annexed to a meeting of creditors held before the undersigned notary on the 1st of February, 1897, which said bank is a creditor herein in the sum of $100,870.16, and that, acting in the name and behalf of said bank, he votes as follows:

That the property herein, both real and personal, be sold after due advertisement as the law requires and for such time as the law fixes.

That the real estate be sold for one-third or more cash, balance in one and two years, secured by mortgage and the usual security clauses.

That the movable property—goods in the store and entire stock surrendered by the insolvents, except the open accounts, notes, and stocks—be sold at auction after ten days' advertisement at the premises of the insolvents where the property is located, said movable property to be sold in lots for cash, provided that the syndics may sell the several lots to any responsible bidder on time of, say, not more than four months, with notes secured by solvent endorsers or city acceptances of merchants in good standing and well known, who shall be satisfactory both to the syndic and their attorneys, they to pass upon the reliability of the sureties so offered, the said sales not to be complete or final until this sanction.

Should the syndics be unable to sell the said movable property in lots at public auction for an amount equal to two-thirds of its value, based upon the inventory and appraisement taken in the insolvency proceeding, then said appearer votes that said syndics be authorized to offer the entire stock remaining, and for which bids equaling two-thirds of said appraised value shall not be received, to be sold at public auction in block, at not less than two-thirds of the appraised value, as aforesaid, said sale in block to be made one-third cash and the balance in four and six months' time, with approved personal security.

Should the syndics not be able to sell said movable property either in lots or in block, as above set forth, for an amount not less than two-thirds of its value, as aforesaid, then said appearer votes to authorize the syndics to sell the said property at private sale in lots for not less than two-thirds the appraised value, as afore-
222 said, for one-third or more cash and the balance in two and four months, secured by sureties or endorsers well known and reliable and residents of New Orleans, advertisement for at least twenty days to be made of this private sale.

In case all the methods above enumerated should fail to realize on said stock on the basis of two-thirds the appraised value, as aforesaid, according to the inventory now on file, then and in that event said appearer votes that the syndics shall be authorized to put up the entire movable property yet unsold for sale at public auction for what it will bring, one-fourth cash and the balance on a credit of twelve months, conditioned according to law.

Appearer further votes that the syndics be authorized to employ such assistants as they in their judgment find necessary to put said property in condition to be sold in accordance with the authorities herein given and to fix a reasonable compensation therefor.

In witness whereof he hereunto signs his name in the presence of Charles J. Colton and Herman Michel, competent witnesses, and me, notary, this 21st day of June, 1897.

(Signed) F. L. RICHARDSON.
CHAS. J. COLTON.
H. MICHEL.
WILLIAM ARDILL, *Not. Pub.*

Votes (*Close and Summary and Recapitulation of the*) *Cast at said Meeting of Creditors on June* 14*th*, 1897.

Offered in evidence by counsel for defendant.

Filed July 6th, 1897, by Jas. D. Rankin, Deputy Clerk.

Civil District Court, Division "E."

MOSES SCHWARTZ & COMPANY
vs.
THEIR CREDITORS. } No. 50562.

And again, on this 23rd day of June, 1897, pursuant to adjournment and at my office, No. 830 Common street, in New Orleans, La.,

at the hour of 11 o'clock a. m., I opened the meeting herein
223 And, up to the hour of four o'clock p. m. no other creditors appearing and offering to vote herein this day, and this meeting having been opened for the full ten days, I have closed same with the following:

Recapitulation.

Number of creditors appearing and offering to vote..... 60
Amount represented thereby..... $121,969.90
Number of creditors appearing and voting .....

That the property herein, both real and personal, be sold after due advertisement as the law requires and for such time as the law fixes.

That the real estate be sold for one-third or more cash, balance in one and two years, secured by mortgage, with the usual security clauses.

That the movable property—goods in the store and entire stock surrendered by the insolvents, except to the open accounts, notes, stocks—be sold at auction, after ten days' advertisement, at the premises of the insolvent where the property is located, said movable property to be sold in lots forcash; provided that the syndic may sell the several lots to any responsible bidder on time, of, say, not more than four months, with notes secured by solvent endorsers or city acceptances of merchants in good standing and well known, who shall be satisfactory both to the syndics and their attorneys, they to pass upon the reliability of the sureties so offered; the said sales not to be complete or final until this sanction.

Should the syndics be unable to sell the said movable property in lots, at public auction, for an amount equal to two-thirds of its value, based on the inventory and appraisement taken in the insolvency proceedings, then said appearer votes that said syndics shall be authorized to offer the entire stock remaining, and for which bids equalling two-thirds of said appraised value shall not be received, to be sold at public auction in block, at not less than two-thirds the appraised value as aforesaid, said sale in block to be made one-third cash and the balance in four and six months' time, with approved personal security.

224 Should the syndics not be able to sell said movable property, either in lots or in block, as above set forth, for an amount not less than two-thirds of its value, as aforesaid, then said appearer votes to authorize the syndics to sell the said property at private sale in lots for not less than two-thirds the appraised value, as aforesaid, for one-third or more cash, and the balance in two and four months, secured by sureties or endorsers well known and reliable and residents of New Orleans; advertisement for at least twenty days to be made of this private sale.

In case all the methods above enumerated should fail to realize on said stock on the basis of two-thirds of the appraised value, as aforesaid, based on the inventory now on file, then and in that event said appearer votes that the syndics shall be authorized to put up

the entire movable property yet unsold for sale at public auction for what it will bring, one-fourth cash and the balance on a credit of twelve months, conditioned according to law.

Appearer further votes that the syndics be authorized to employ such assistants as they in their judgment find necessary to put said property in condition to be sold, in accordance with the authorities herein given, and to fix a reasonable compensation therefor	59
Amount represented thereby	$120,388.87
Number of creditors appearing and voting that the accounts and stocks surrendered herein be sold in small lots for cash.....	1
Amount represented thereby	1,581.03

And I, the undersigned notary, do hereby declare and certify the result of the foregoing meeting to have been that the property herein, both real and personal, be sold after due advertisement as the law requires and for such time as the law fixes.

That the real estate be sold for one-third or more cash, balance in one and two years, secured by mortgage, with the usual security clauses.

That the movable pro[illegible]v—goods in the store and entire stock urrendered by the insolvents, except the open accounts, notes, and stocks—be sold at auction, after ten days' advertisement, at the premises of the insolvents, where the property is located, said
225 movable property to be sold in lots for cash: Provided that the syndics may sell the several lots to any responsible bidder on time of, say, not more than four months, with notes secured by solvent endorsers or city acceptances of merchants in good standing and well known, who shall be satisfactory both to the syndics and their attorneys, they to pass upon the reliability of the sureties so offered, the said sales not to be complete or final until this sanction.

Should the syndics be unable to sell said movable property in lots at public auction for an amount equal to two-thirds of its value, based on the inventory and appraisement taken in the insolvent proceedings, they are authorized to offer the entire stock remaining, and for which bids equalling two-thirds of said value shall not be received, to be sold at public auction in block, at not less than two-thirds the appraised value, as aforesaid, said sale in block to be made one-third cash and the balance in four and six months' time, with approved personal security.

Should the syndics not be able to sell said movable property, either in lots or in block, as above set forth, for an amount not less than two-thirds of its value, as aforesaid, then the syndics are authorized to sell the said property at private sale in lots for not less than two-thirds the appraised value, as aforesaid, the one-third or more cash and the balance in two and four months, secured by sureties or endorsers well known and reliable and residents of New Orleans, advertisement for at least twenty days to be made of this private sale.

In case all the methods above enumerated should fail to realize on said stock on the basis of two-thirds of the appraised value, as aforesaid, according to the inventory now on file, then the syndics are authorized to put the entire movable property yet unsold for sale at public auction for what it will bring, one-fourth cash and the balance on a credit of twelve months, conditioned according to law.

The syndics are authorized to employ such assistants as they in their judgment find necessary to put said property in condition to be sold in accordance with the authorities given them and to fix a reasonable compensation therefor.

And in faith of the whole of the foregoing I hereunto sign my name, together with Charles J. Colton and Herman Michel, competent witnesses, both of this city, on the day and date last hereinabove written.

(Signed) WILLIAM ARDILL, *Not. Pub.*

226 (Signed) CHAS. J. COLTON.

H. MICHEL.

A true copy.

[SEAL.] (Signed) WILLIAM ARDILL, *Not. Pub.*

Petition of Syndics to Have Homologated the Procès Verbal of the Meeting of Creditors Held on the 14th Day of June, 1897.

Offered in evidence by counsel for defendant. Filed July 6th, 1897, by Jas. D. Rankin, deputy clerk.

Civil District Court, Division "E."

M. SCHWARTZ & COMPANY *vs.* THEIR CREDITORS. } No. 50562.

To the honorable the judges of the civil district court:

The petition of Edward Weil and Sumpter Turner, the duly appointed and qualified syndics of the insolvency herein, respectfully represents:

That on the 31st of May, 1897, acting under an order of court convoking a meeting of the creditors herein for the purpose of considering and advising upon the petition of the syndics to sell the property belonging to said insolvents and to fix the terms of said sale, the said meeting was duly convoked on the 14th of June, 1897, before William Ardill, notary public in and for the parish of Orleans, and was kept open from day to day until the 23rd of June, 1897, when it was closed; that at said meeting 60 creditors, aggregating an indebtedness of $121,959.90, were present, either in person or by proxy; that 59 creditors, representing an indebtedness of $120,378.87, recorded their votes in favor of selling the property herein on the following terms and conditions, to wit:

That the property herein, both real and personal, be sold after due advertisement as required by law and for such time as the law fixes.

That the real estate be sold for one-third or more cash, balance in one and two years, secured by mortgage with the usual security clauses.

That the movable property—goods in the store and entire stock surrendered by the insolvents, except the open accounts, notes, and stocks—be sold at auction, after ten days' advertisements, at
227 the premises of the insolvents where the same is located, said movable property to be sold in lots for cash: Provided that the syndics may sell the several lots to any responsible bidder on time of, say, not more than four months, with notes secured by solvent endorsers or city acceptances of merchants in good standing and well known, who shall be satisfactory both to the syndics and their attorneys, they to pass upon the reliability of the sureties so offered, the said sales not to be complete or final until this sanction.

Should the syndics be unable to sell said movable property in lots at public auction for an amount equal to two-thirds of its value, based upon the inventory and appraisement taken in the insolvency proceeding, they are authorized to offer the entire stock remaining, and for which bids equalling two-thirds of said value shall not be received, to be sold at public auction in block at not less than two-thirds the appraised value, as aforesaid; said sale in block to be made one-third cash and the balance in four and six months' time, with approved personal security.

Should the syndics not be able to sell said movable property, either in lots or in block, as above set forth, for an amount not less than two-thirds of its value, as aforesaid, then the syndics are authorized to sell the said property at private sale in lots for not less than two-thirds the appraised value, as aforesaid, for one-third or more cash and the balance in two and four months, secured by sureties or endorsers well known and reliable and residents of New Orleans, advertisement for at least twenty days to be made of this private sale.

In case all the methods above enumerated should fail to realize on said stock on the basis of two-thirds of the appraised value, as aforesaid, according to the inventory now on file, then the syndics are authorized to put up the entire movable property yet unsold for sale at public auction for what it will bring, one-fourth cash and the balance on a credit of twelve months conditioned according to law.

The syndics are authorized to employ such assistants as they in their judgment find necessary to put said property in condition to be sold in accordance with the authorities given them herein, and to fix a reasonable compensation therefor.

That at said meeting one creditor whose claim amounted to $1,581.03 voted for the sale of the property in small lots for
228 cash; that the said 59 creditors, aggregating an indebtedness of $120,388.87, constitute a majority of the creditors in number and amount, as required by law, and their opinion and recommendation should prevail, and that petitioners annex hereto a procès verbal of said meeting of creditors, showing the above recited and epitomized facts.

Wherefore petitioner prays that the said procès verbal of the meet-

ing of the creditors held, as aforesaid, be filed, approved, homologated, and made the judgment of this court, and that in accordance with the recommendation of the majority of the creditors in number and amount the definitive syndics herein be authorized to sell the real estate and stock of merchandise herein on the following terms and conditions, to wit:

The real estate for one-third or more cash; balance in one and two years, secured by mortgage with the usual security clauses.

The movable property—goods in the store and entire stock of merchandise surrendered by the insolvents, except the open accounts, notes, and stocks—at auction, after ten days' advertisement, at the premises of the insolvents where said property is located, said movable property to be sold in lots for cash: Provided that the syndics may sell the several lots to any responsible bidder on time of, say, not more than four months, with notes secured by solvent endorsers or city acceptances of merchants in good standing and well known, who shall be satisfactory both to the syndics and their attorneys, they to pass upon the reliability of the sureties so offered, the said sales not to be complete or final until this sanction.

Should the syndics be unable to sell said movable property in lots at public auction for an amount equal to two-thirds of its value based on the inventory and appraisement taken in the insolvency proceedings, they are authorized to offer the entire stock remaining and for which bids equalling two-thirds of said value shall not be received to be sold at public auction in block at not less than two-thirds the appraised value, as aforesaid, said sale in block to be made one-third cash and the balance in four and six months' time, with approved personal security.

Should the syndics not be able to sell said movable property, either in lots or in block, as above set forth, for an amount not less than two-thirds of its value, as aforesaid, then the syndics are
229 authorized to sell said property at private sale in lots for not less than two-thirds the appraised value, as aforesaid, one-third or more cash and the balance in two and four months, secured by sureties or endorsers well known and reliable and residents of New Orleans, advertisement for at least twenty days to be made of this private sale.

In case all the methods above enumerated should fail to realize on said stock on the basis of two-thirds of the appraised value, as aforesaid, according to the inventory now on file, then the syndics are authorized to put the entire movable property yet unsold for sale at public auction for what it will bring, one-fourth cash and the balance on a credit of twelve months, conditioned according to law.

Petitioner further prays that, in accordance with the recommendations of the aforesaid meeting of creditors, the syndics be authorized to employ such assistants as they in their judgment find necessary to put said property in condition to be sold, according to the authorities given by said meeting of creditors, and they finally pray for all proper and necessary orders.

Petitioners finally pray for all general relief, &c.

(Signed) F. L. RICHARDSON,
LAZARUS, MOORE & LUCE,
Att'ys for Petitioners.

Order.

Considering the foregoing petition and the procès verbal of the meeting of creditors therewith filed—

It is ordered that said procès verbal of the meeting of creditors held before William Ardill, notary public, on the 14th day of June, 1897, be, and the same is hereby, approved and homologated and in accordance with the recommendation of the majority of said creditors in number and amount.

It is ordered that Edward Weil and Sumpter Turner, definit-e syndics of the insolvency herein, after due advertisement, sell the real estate belonging to this insolvents for one-third or more cash and the balance in one and two years, secured by mortgage, with the usual security clauses.

It is further ordered that said syndics sell the stock of merchandise surrendered at public auction, after ten days' advertisement, at the premises of the insolvents, where the property is located,
230 in lots for cash: Provided that they may sell the several lots to any responsible bidder on time of, say, not more than four months, with notes secured by solvent endorsers of city acceptances of merchants in good standing and well known, who shall be satisfactory both to the syndics and their attorneys, they to pass upon the reliability of the sureties so offered, the said sales not to be complete or final until this sanction.

Should the syndics not be able to sell said movable property in lots at public auction for an amount equal to two-thirds of its value, based on the inventory and appraisement taken in the insolvency proceedings, they are hereby authorized and directed to offer the entire stock remaining, and for which bids equalling two-thirds of said value shall not be received, to be sold at public auction in block, at not less than two-thirds the appraised value, as aforesaid; said sale in block to be made one-third cash and the balance in four and six months' time, with approved personal security.

Should the syndics not be able to sell said movable property either in lots or in block, as above set forth, for an amount not less than two-thirds of its value, as aforesaid, they are hereby authorized and directed to sell the said property at private sale in lots for not less than two-thirds the appraised value, as aforesaid, for one-third or more cash and the balance in two and four months, secured by sureties or endorsers well known and reliable and residents of New Orleans, advertisement for at least twenty days to be made of this private sale.

In case all the methods above enumerated should fail to realize on said stock on the basis of two-thirds of the appraised value, as aforesaid, according to the inventory now on file, then the syndics are authorized and directed to put up the entire movable property yet unsold for sale at public auction for what it will bring, one-

fourth cash and the balance on a credit of twelve months, conditioned according to law.

It is further ordered that said syndics be authorized to employ such assistants as they in their judgment find necessary to put said property in condition to be sold, in accordance with the authorities given by said meeting of creditors, and to fix a reasonable compensation therefor.

New Orleans, La., July 5th, 1897.

(Signed) GEO. H. THEARD, *Judge.*

231 *Certificate of the Clerk of the Civil District Court.*

Civil District Court for the Parish of Orleans.

Certificate.

STATE OF LOUISIANA:

I, Jas. C. Peyton, deputy clerk of the civil district court for the parish of Orleans, do hereby certify that the foregoing two hundred and thirty-six pages do contain a true, correct, and complete transcript of all the proceedings had, documents filed (excepting four documents filed March 21, '99, which cannot be found after a diligent search, and except documents as will be produced in the Supreme Court in original, as per agreement by counsel copied on folio 205 and 206), and evidence adduced upon the trial of the cause wherein F. L. Richardson, receiver of the American national bank, is plaintiff and Sumpter Turner and Edward Weil, syndics of M. Schwartz & Co. *et als.*, are defendants, instituted in this court and now in the records thereof under the No. 55364 of the docket of this honorable court, division "E," Honorable Geo. H. Theard, judge.

In testimony whereof I have hereunto set my hand and affixed the impress of the seal of said court, at the city of New Orleans, on this 19th day of October, in the year of our Lord one thousand eight hundred and ninety-nine, and in the one hundred and twenty-fourth year of the Independence of the United States of America.

[SEAL.] (Signed) JAS. C. PEYTON,
Deputy Clerk.

232 Proceedings had before the supreme court of the State of Louisiana in the case of F. L. Richardson, receiver of the American national bank, *vs.* Sumpter Turner & Edward Weil, syndics of M. Schwartz & Co. *et als.*

Motion, Order, and Affidavit for Time to File Record.

UNITED STATES OF AMERICA,
State of Louisiana.

Supreme Court of the State of Louisiana.

FRANK L. RICHARDSON, Receiver,
vs.
WEIL & TURNER, Syndics.
No. 13204. Supreme Court, State of Louisiana.

To the honorable the chief justice and associate justices of the supreme court, State of Louisiana:

Defendants, appellants herein, represent to the court that the appeal herein was granted on Friday, May 12th, 1899, and made returnable the following Monday, May 15th, 1899; that the clerk of the civil district court has not had sufficient time in which to prepare said transcript for said return day, as per his certificate attached, and desires further time thereon until first Monday in June, 1899.

Wherefore appellants pray that further time be granted to the first Monday in June, 1899, in which to prepare and lodge the transcript of appeal herein.

(Signed) LAZARUS & LUCE,
Att'ys for Def'ts, Appel'nt.

Affidavit.

STATE OF LOUISIANA:

Civil District Court for the Parish of Orleans.

F. L. RICHADSON, Receiver of the American National Bank,
vs.
SUMPTER TURNER and EDWARD WEIL, Syndics of M. Schwartz and Co. *et als.*
No. 55364.

Jas. C. Peyton, deputy clerk of the civil district court for the parish of Orleans, being duly sworn, deposes and says that the transcript of appeal in the above entitled and numbered cause, returnable
233 to the supreme court of the State of Louisiana on the third Monday of May, 1899, has not been completed for the reason that the order for appeal in this cause was granted on May 12th, 1899, and the time granted to complete the transcript of appeal in this cause is not sufficient, and that an additional delay until and including the

first Monday of June, 1899, from this date is necessary to enable him to complete the same.

[SEAL.] (Signed) JAS. C. PEYTON,
Deputy Clerk.

Sworn to and subscribed before me this 16th day of May, A. D 1899.

(Signed) LOUIS BURTHE,
Deputy Clerk of the Civil District Court for the Parish of Orleans.

Filed May 16, '99.
(S'g) T. McC. HYMAN, *Clerk.*

Endorsed: No. —. Supreme court of Louisiana. F. L. Richardson, rec'r of the American national bank, *vs.* Sumpter Turner & Edward Weil, syndics of M. Schwartz and Co. *et als.* Affidavit for extension of return day.

Endorsement on cover: No. 13204. Supreme court of the State of Louisiana. F. L. Richardson, receiver, *vs.* Weil & Turner, syndics. Petition for time in which to lodge transcript. Entered and filed May 16, 1899. (Signed) T. McC. Hyman, clerk.

Affidavit for Extension of Return Day.

STATE OF LOUISIANA:

Civil District Court for the Parish of Orleans.

F. L. RICHARDSON, Receiver of the American National Bank,
vs.
SUMPTER TURNER and EDWARD WEIL, Syndics of M. Schwartz & Co. *et als.* } No. 55364.

Jas. C. Peyton, deputy clerk of the civil district court for the parish of Orleans, being duly sworn, deposes and says that the transcript of appeal in the above entitled and numbered cause, returnable to the supreme court of the State of Louisiana on the first Monday of June, 1899, has not been completed for the reason that this is a very large record, in which several documents have become lost or mislaid and cannot be found to this date, and, although employed continuously on same, the time granted is not sufficient to complete this transcript, and that an additional delay up to and including the 3rd Monday of June, 1899, is necessary to enable him to complete the same.

(Signed) JAS. C. PEYTON,
Deputy Clk.

234 Sworn to and subscribed before me this 5th day of June, A. D. 1899.

(Signed) JOS. L. PERCY,
Deputy Clerk of the Civil District Court for the Parish of Orleans.

Endorsed: No. 13204. Supreme court of Louisiana. F. L. Richardson, receiver of the American national bank, *vs.* Sumpter Turner and Edward Weil, syndics of M. Schwartz & Co. *et als.* Affidavit for extension of return day. Filed June 5th, 1899. (Signed) Paul E. Mortimer, deputy clerk.

Agreement as to Extension of Time to Bring up Appeal.

Supreme Court, State of Louisiana.

F. L. RICHARDSON, Receiver of the American National Bank,
vs.
WEIL & TURNER, Syndics. } No. —.

On motion of Lazarus & Luce, counsel for defendants, and on suggesting and informing the court that a suspensive appeal was taken from the judgment of the lower court, returnable on the — day of May, 1899;

And on further suggesting and informing the court that said appeal day as thus fixed did not run any longer than about the ten days in which appellants were entitled to give bond, and that the bond was only filed on the Friday preceding the Monday which was the return day, as aforesaid;

And on further suggesting and informing the court that there was introduced in evidence in the lower court the record in the case of M. Schwartz & Co. *vs.* Their Creditors, which was a very large and cumbersome record, and that counsel herein had arrived at an arrangement whereby they were to agree upon the parts of said record of Schwartz & Company *vs.* Their Creditors that were to be incorporated in the transcript herein;

And on further suggesting and informing the court that on account of press of business and sickness and absence of counsel, counsel have not yet gotten together to select the portions of said record which should go into said transcript;

And on further suggesting to the court that the clerk will not be able to complete the transcript within the time fixed by this honorable court, as will be shown by the annexed certificate;

235 And on further suggesting and informing the court that said case cannot be called, fixed, and heard at the present term of this honorable court, and that the delay in filing the transcript can and will work no prejudice or injury to any one—

It is ordered that appellants be granted until the 1st Monday of October, 1899, in which to lodge and file the transcript herein.

I consent to the above.

F. L. RICHARDSON, *Rec'r.*

Endorsed: No. 13204. Supreme court of Louisiana. F. L. Richardson, receiver of the American national bank, *vs.* Sumpter Turner and Edward Weil, syndics of M. Schwartz & Co. *et als.* Agreement as to extension of time to bring up appeal. Filed June 5th, 1899. (Signed) Paul E. Mortimer, deputy clerk.

Motion and Affidavit for Further Time.

STATE OF LOUISIANA:

Civil District Court for the Parish of Orleans.

F. L. RICHARDSON, Receiver of the American National Bank,
vs.
SUMPTER TURNER and EDWARD WEIL, Syndics of M. Schwartz & Co. } No. 55364.

Jas. C. Peyton, deputy clerk of the civil district court for the parish of Orleans, being duly sworn, deposes and says that the transcript of appeal in the above entitled and numbered cause, returnable to the supreme court of the State of Louisiana on the first Monday of October, 1899, has not been completed for the reason that a large number of documents filed in this cause have been withdrawn by counsel for plaintiff and appellee for use in the United States court and up to this time the documents have not been returned, and that an additional delay until and including the first Monday in November, 1899, from this date is necessaay to enable him to complete the same.

(Signed) JAS. C. PEYTON.
Deputy Clerk.

Sworn to and subscribed before me this 29th day of September, A. D. 1899.

[SEAL.] (Signed) P. A. DUCOING,
Deputy Clerk of the Civil District Court for the Parish of Orleans.

236 Supreme Court, State of Louisiana.

F. L. RICHARDSON, Receiver American National Bank,
vs.
SUMPTER TURNER and EDWARD WEIL, Syndics of M. Schwartz & Co. } No. —.

On motion of Lazarus & Luce, of counsel for defendants and appellants, and on suggesting and informing the court that there was introduced in evidence in the court below the entire record of the insolvency of M. Schwartz & Co. *vs.* Their Creditors; that said record is voluminous; that only a few of the documents and parts thereof bear on the issues in this case, and that it is agreed between the parties hereto that the respective counsel shall select such parts of said record as have application to this case and as they might desire the same to be incorporated in this transcript;

And on further suggesting and informing the court that by reason either of ansence or press of business counsel have not carried out said agreement until within the last few days, and that therefore the clerk has not completed the transcript;

And on further suggesting and informing the court that there

ere a number of notes, certificates of stock, and powers of attorney ntroduced in evidence in the lower court, and that counsel have ffected an agreement to omit the same in large part from the tran-cript:

And on further suggesting and informing the court that the iminution of the record under the agreement of counsel tends argely to save unnecessary expense to the litigants and labor of ounsel and the court:

And on further suggesting and informing the court that counsel ave agreed that the return day herein be extended to the first Monday in November, 1899, in order to complete and file said tran-cript, it is ordered that the return day for the completion and lodg-ng and filing of the transcript in this case be extended from the 9th day of September, A. D. 1899, to the first Monday in Novem-ber, 1899.

Plaintiff, F. L. Richardson, receiver, consents to the foregoing ex-ension.

(Signed) F. L. RICHARDSON.

(Endorsed:) No. 13204. Supreme court, State of Louisiana. F. L. Richardson, receiver, *vs.* Weil & Turner, syndics. Motion. Filed Sept. 29th, 1899. (Signed) Paul E. Mortimer, deputy clerk.

237 *Transcript of Appeal Filed.*

Supreme Court of Louisiana.

F. L. RICHARDSON, Receiver of the American National Bank,
vs.
SUMPTER TURNER & EDWARD WEIL, Syndics of M. Schwartz & Co. *et als.* } No. 13204.

Filed November 6th, 1899.
(Signed) PAUL E. MORTIMER,
Deputy Clerk.

Stipulation as to Parties.

La. Supreme Court.

F. L. RICHARDSON, Receiver,
vs.
S. TURNER & ED. WEIL, Syndics. } No. 13204.

Agreement of Counsel.

In the above-entitled cause it is agreed that these proceedings may be conducted in the name of S. Turner alone, and that the death of the cosyndic, Ed. Weil, will cause no interruption.

(Signed) F. L. RICHARDSON, *Rec'r.*
LAZARUS & LUCE, *Att'ys.*

Endorsed: No. 13204. Supreme court, State of La. F. L. Richardson, rec'r, *vs.* Weil & Turner, syndics. Agreement and stipulation as to parties. Filed November 6th, 1899. (Signed) Paul E. Mortimer, deputy clerk.

Assignment of Errors.

Supreme Court, State of Louisiana.

F. L. RICHARDSON, Receiver of the American National Bank,
vs.
SUMPTER TURNER and EDWARD WEIL, Syndics of M. Schwartz & Co. } No. 13204.

The defendants assign as errors patent upon the record the following:

238 1st. That the judgment and the record, including the minutes, do not show affirmatively that the judgment was read in open court in the court *a qua*.

See Woodlief *vs.* Logan, 50 Ann., 438.

2nd. That it is not averred nor proved by plaintiff, nor does the record show the averment and proof, that the receiver of the American national bank was authorized to sue and stand in judgment herein, nor that the receiver was authorized to have sold the collaterals set up as pledged at public auction in the manner demanded by the receiver or ordered by the court; that without the direction and authorization required under sec. 5234 of the United States Revised Statutes the receiver was incompetent to stand in judgment herein and to have sold or to cause to be sold the stocks, bonds, and securities belonging to or pledged to the American national bank, and that therefore his demand for a judgment for the amount claimed, with recognition of a pledge, and his demand to have the alleged pledged collaterals sold should be rejected at his costs.

(Signed) LAZARUS & LUCE,
Att'ys for Syndics.

Endorsed: Supreme court, State of Louisiana. F. L. Richardson, rec'r American national bank, *vs.* Sumpter Turner & Ed. Weil, syndics of M. Schwartz & Co. Assignment of errors. Filed March 5th, 1900. (Signed) Paul E. Mortimer, deputy clerk.

Cause Submitted.

(Extract from Minutes.)

NEW ORLEANS, MONDAY, *March 5th*, 1900.

The court was duly opened pursuant to adjournment.

Present: Their honors Francis T. Nicholls, chief justice; Lynn B. Watkins, Joseph A. Breaux, Newton C. Blanchard, Frank A. Monroe, associate justices.

F. L. RICHARDSON, Receiver of the American National Bank,
vs.
SUMPTER TURNER & EDWARD WEIL, Syndics of M. Schwartz & Co. *et als.* } No. 13204.

This cause came on this day to be heard; whereupon the same was submitted to the court by counsel for the respective parties upon the briefs and papers now on file.

Judgment Signed.

Extract from Record.

Extract from Minutes of Division "E."

FRIDAY, *May 5th*, 1899.

Present: Hon. Geo. H. Theard, judge.

239 Civil District Court, Parish of Orleans, Division "E," Hon. George H. Theard, Judge.

F. L. RICHARDSON, Receiver of the American National Bank,
vs.
SUMPTER TURNER and EDWARD WEIL, Syndics of M. Schwartz & Company *et als.* } No. 55364

FRIDAY, *May 5th*, 1899.

Court was opened this day.

Present: George H. Theard.

The minutes of the previous day were read and approved. The judgments rendered in the following cases on May 1st, 1899, were signed this day in open court:

53400, A. R. Costa *vs.* Jos. Yochim.

53841, Louis Ruch *vs.* John F. Aiken.

57010, Thornwell Gachet *vs.* City of N. O.

55364, F. L. Richardson, rec'r, &c., *vs.* Turner & Weil, &c., & *als.*

The judgments hereinabove rendered were read in open court.

Adjourned.

I certify *that* the above to be a true and correct extract from the minutes of the civil district court, division "E," of date Friday, May 5th, 1899.

[SEAL.] (Signed) JAS. C. PEYTON,
Deputy Clerk.

Opinion of the Court.

NEW ORLEANS, MONDAY, *May 7th*, 1900.

The court was duly opened pursuant to adjournment.

Present: Their honors Francis T. Nicholls, chief justice; Lynn B. Watkins, Joseph A. Breaux, Newton C. Blanchard, Frank A. Monroe, associate justices.

F. L. RICHARDSON, Receiver American National Bank,
vs.
SUMPTER TURNER and EDWARD WEIL, Syndics. } No. 13204.

The opinion of the court was delivered by Mr. Justice BLANCHARD:

240 When the American national bank failed and a receiver thereof was appointed M. Schwartz & Company and the individual members of that firm, Moses Schwartz and Meyer G. Weil, owed it a large sum of money represented by overdrafts on the bank and by promissory notes executed by Schwartz and Co. and by M. G. Wiel, to the order of and indorsed by Schwartz and Co.

Certain shares of stock of the Schwartz Foundry Co., Limited, and of other corporations and certain bonds of the Teche Railroad and Sugar Company had been pledged to the bank to secure the indebtedness.

The firm of M. Schwartz & Co. failed and Sumpter Turner and Edward Wiel were chosen as syndics thereof and of the individual members of the firm.

The receiver of the American national bank attended the meeting of the creditors of the firm, proved the claim of the bank, and voted in the insolvent proceedings to accept the cession and for the appointment of the syndics.

Finding it necessary to realize on the collaterals pledged to the bank, the receiver brought the present action against Turner and Wiel, syndics, the object of which is to obtain an order for the sale of the pledged securities, and, to this end, to have the claim judicially recognized and liquidated.

The prayer is for judgment for the amount claimed to be due, with interest, and for recognition of the bank's rights as
241 pledgee of the securities named in the petition, and for a decree ordering the sale of the same at auction after due advertisement, etc., the proceeds thereof to be applied *pro tanto* to the extinguishment of the indebtedness.

Exceptions of no cause of action, estoppel, *res judicata*, and other defenses interposed by the syndics were, for the greater part of the indebtedness, held not tenable.

There was judgment by the district court in favor of the plaintiff against the defendants for sums aggregating $74,045.16, with interest, recognizing the pledge claimed, ordering the sale at auction of the stocks and bonds pledged, and the application of the proceeds thereof to the payment of the indebtedness recognized.

With regard to another part of the indebtedness, which appeared not to be secured by pledge, the demand as to same in the manner here presented was dismissed, without prejudice to plaintiff's right to assert same by due course of law in the insolvency proceedings of M. Schwartz & Co.

Defendants appeal.

On their behalf it is contended that the judgment appealed from cannot stand, because it does not appear affirmatively, either from

the judgment itself or from the minutes of the court *a qua*, that the judgment was read in open court prior to its signature by the judge.

It is true the judgment does not recite it was read in open court. Its decretal part is followed by these words:

"Judgment rendered in open court May 1, 1899."

"Judgment signed in open court May 5, 1899."

Then appears the judge's signature.

It is essential judgments should be read in open court (C. P., 543), and where it does not appear from their recitals or from the court's minutes that they are or have been read they will, for that reason, be set aside by the appellate court.

The minutes, however, of May 5, 1899, show that the judgment in the instant case was read in open court. That suffices.

242 Woodlief *vs.* Logan, 50 La. Ann., 438.

Another contention of defendants, assigned as error here, is that it was necessary for the receiver to aver and prove he was authorized by the Comptroller of the Currency, U. S. Treasury Department, to institute the present action and to sell at public auction the collaterals pledged to secure the indebtedness declared on, and that without this authorization the judgment recovered cannot stand.

This position has no sufficient basis in law to rest upon.

Section 5234 of the Revised Statutes of the United States provides that the receiver of a national banking association, "under the direction of the comptroller, shall take possession of the books, records, and assets of every description of such association, collect all debts, dues, and claims belonging to it, and, upon the order of a court of record of competent jurisdiction, may sell or compound all bad or doubtful debts, and, on a like order, may sell all the real or personal property of such association on such terms as the court shall direct."

The receiver here could not sell the collaterals in his hands without obtaining the order of a court of competent jurisdiction, and this order must fix the terms of the sale.

The object of this suit was to obtain such an order. The civil district court of the parish of Orleans is a court competent to grant the order. It did so.

We do not find from the statutory law nor from the decisions of the courts that before applying to the civil district court for the order to sell the pledged stocks and bonds the receiver must obtain the formal authorization of the comptroller to make the application, and that in addition to the order of court he must also have the formal authority of the comptroller to sell.

"The language of the statute authorizing the appointment of a receiver to act under the direction of the comptroller means no more than that the receiver shall be subject to the direction of the comptroller. It does not mean he shall do no act without special instructions. His very appointment makes it his duty to

243 collect the assets and debts of the association. With regard to the ordinary assets and debts no special direction is needed

no unusual exercise of judgment is required. They are to be collected, of course; that is what the receiver is appointed to do."

This was the language of the court in Bank *vs.* Kennedy, 17 Wall., 19, 21, 22.

It is true a receiver cannot bring a suit to enforce a stockholder's liability until the comptroller ascertains that it is necessary to assess the stock, fixes the amount of such assessment, and gives him authority to collect. That is because stockholders are not ordinary debtors of the bank. The distinction between a suit of that character and the one at bar is clearly pointed out in Bank *vs.* Kennedy, *supra*.

See also Morse on Banks, sec. 150.
Boone on Law of Banking, sec. 433.
Morrison *vs.* Lee, 24 Blatchf., 291, 294.
Hayden *vs.* Thompson, 71 Fed. Rep., 60, 64, 65, 66.

The cases respecting the authority of a president of a police jury to bring actions have no bearing on the instant case.

Another contention of the defense is that a creditor of an insolvent cannot bring, singly and separately, a distinct and independent suit to fix his indebtedness and have his lien, privilege, or pledge recognized against the syndic; that the syndic represents the mass of the creditors, and is without right or capacity to stand in judgment in a proceeding such as the present one.

It is quite true that a suit against the syndic of an insolvent to establish a privilege on the property of a ceding debtor can have no effect against the other creditors, who are the real parties in interest, as was held in State *ex rel.* Simmons & Cohn *vs.* Judge, 50 La. Ann., 624, and that the question of the existence and rank of privileges must be settled contradictorily with all the creditors in contest over the tableau of distribution filed, as was held in Tenny *vs.* Provosty, 14 La. Ann., 218, and other cases.

But this is not a suit to establish the existence of a privilege, nor to rate the rank of a privilege asserted on the proceeds of property which had passed into the hands of the syndics and been ad-
244 ministered by them. Here the stocks and bonds pledged to secure the indebtedness of Schwartz & Co. to the American national bank never passed into the hands of the syndics of the insolvent firm, and of course were not and could not be administered by them.

Clark *vs.* His Creditors, 43 La. Ann., 737.
Denis on Contracts of Pledge, § 260.

They were in the possession of the pledgee and passed under the control of the receiver appointed to the pledgee. The syndics of the insolvent pledgeors had no right or interest in same save as to the residuum, if any, which might be left over after satisfaction of the indebtedness due the pledgee.

The syndics could not sell the collaterals pledged, and the proceeds of same, when sold by the pledgee, had no place upon any tableau of distribution which the syndics might file in the insolvent proceedings, except as to the residuum aforesaid. It is true in order

to get at this residuum to ascertain if there were or would be a residuum it were competent for the syndics to take action to compel the sale by the pledgee of the collaterals.

11 La., 225; 40 La. Ann., 37; 43 La. Ann., 737; Denis on Contracts of Pledge, § 260.

But since there would be nothing for the syndics to administer or deal with on their tableau of distribution save this residuum, it is clear a contestation between the creditors of the insolvent firm over the tableau of distribution could not properly embrace or involve the pledgee's right to dispose of the property pledged in order to realize the indebtedness due it.

Yet, since under the statutes of the United States regulating the action of receivers appointed to insolvent national banks the receiver herein could not sell the collaterals in question in his hands except upon the order of a court of record of competent jurisdiction, it were necessary for him to take proceedings to obtain such order.

He could not be compelled to wait such time as the syndics of Schwartz & Co. might see proper to take before filing a tableau of distribution even if the question here arising could properly be determined in a contest over such tableau.

245 The receiver was entitled to take action at any time, the claim of his principal being due, to realize on the pledged stocks and bonds.

He could not be expected to make parties to his suit, to obtain the order to sell, all the creditors of Schwartz & Co.

He was not obliged to litigate with them his right to obtain such order.

His suit is not even one to establish a pledge claimed. He tells the court the insolvent firm of Schwartz & Co. owes him, in his official capacity, an indebtedness, and to secure it he has in pledge certain stocks and bonds which he wants to sell in order to realize payment of the indebtedness. He asks an order to sell. As incidental to his right to obtain this order he must establish the indebtedness he claims, and he does so.

Were Schwartz and Co. not commercially dead, were they still a going concern and not in the insolvent court, the receiver would proceed against them as parties defendant to this his suit to obtain the order to sell. But since they are insolvent and their affairs in the hands of syndics appointed to administer the same, it is obvious that the legal representatives of the insolvent estate, the syndics, are properly made parties defendant in this action to obtain the order to sell the property pledged.

They have an interest to represent—the eventual right to the residuum. As we have seen, they could themselves sue to enforce the ascertainment and realization of this residuum. They could be parties plaintiff, yet we are told they may not be parties defendant.

This is met by the express terms of the law which authorizes a syndic to sue and be sued in everything which respects the rights and actions pertaining to the insolvent debtor. R. S., 1811.

A further contention advanced by the defence is that the receiver

has forfeited his rights as pledgee by proving his claim as creditor and participating in the meeting of creditors called to accept the cession made by the insolvent firm of M. Schwartz & Co., elect syndics, and fix the terms of sale of the property ceded without
246 expressly declaring and reserving his rights as pledgee in the stocks and bonds which the bank held. It is on this that the exception of estoppel is predicated.

It is also contended that when the proceedings of the creditors' meeting were homologated without opposition on his part his claim as pledgee was adjudicated against him; hence the plea of *res judicata*.

The fact that a creditor holds in pledge certain securities or property as guarantee of his claim does not render him ineligible to attend a creditors' meeting nor militate against his proving his claim and voting for a syndic.

Enet *vs.* His Creditors, 4 M., 404; Jones on Pledges, § 587.

In short, he may still take part in the insolvent proceedings, and by doing so, if he have a pledge, privilege, or mortgage, he does not forfeit same. This is so, even though he make no statement or declaration concerning the security he holds and stipulates no special reservation of his rights touching the same. There appears to be no requirement of the insolvent law that he should state what security he has, and that he must specifically reserve his right of pledge at the creditors' meeting on penalty of forfeiting the same.

And where the creditor, with a pledge, appears at the meeting and participates therein, making no mention of his pledge and no reservation of rights thereunder, and subsequently the procès verbal of the meeting is homologated without opposition on his part, we do not find the insolvent law of the State to be that such homologation has the force of an adjudication on all questions of privilege and pledge as between the creditor claiming it and other creditors.

See Spear *vs.* His Creditors, 40 La. Ann., 650; Chaffe, syndic, *vs.* Scheen, 34 La. Ann., 687; Prevost, syndic, *vs.* Walther, 48 La. Ann., 227; Pinsky *vs.* Resweber, 49 La. Ann., 246.

Judgment affirmed. Rehearing refused.
June 19, 1900.

247 *Final Judgment.*

(Extract from Minutes.)

NEW ORLEANS, MONDAY, *May 7th*, 1900.

The court was duly opened pursuant to adjournment.

Present: Their honors Francis T. Nicholls, chief justice; Lynn B. Watkins, Joseph A. Breaux, Newton C. Blanchard, Frank A. Monroe, associate justices.

F. L. RICHARDSON, Receiver American National Bank,
vs.
SUMPTER TURNER and EDWARD WEIL, Syndics. } No. 13204.

Appeal from the civil district court, parish of Orleans.

Judgment affirmed.

Petition for Rehearing.

Supreme Court, State of Louisiana.

F. L. RICHARDSON, Receiver American National Bank,
vs.
SUMPTER TURNER and EDWARD WEIL, Syndics. } No. 13204.

To the honorable the chief justice and associate justices of the supreme court of Louisiana:

The petition of Sumpter Turner, the syndic of M. Schwartz & Co., would respectively ask your honorable court to grant a rehearing herein, and for grounds and reasons for such rehearing petitioner alleges that the court erred:

1.

In holding that the suit and action of the plaintiff could be prosecuted separately and independently against the syndics singly and alone; that the syndic was and is incompetent to stand in judgment in such proceeding.

2.

That the holder of the pledged securities not having an agreement or being authorized by an agreement to sell the pledged securities under art. 3165 of the Revised Civil Code, the pledgee could not sell and had no right to sell till he had obtained "judgment in the ordinary course of law," observing "the same formalities in all respects * * * in the sale of the pledged property" as in ordinary cases; that to obtain judgment in regular and ordinary course means suit on his pledge to have his debt fixed and ascertained and his pledge proved, recognized, and decreed, and that such a suit or action
248 can only be taken in the ordinary course, and necessarily against one competent to stand in judgment in such proceeding, and there is no law or authority which authorizes the syndic to stand in judgment in such proceeding; that the court has treated and considered all pledges and actions thereon as being alike, while art. 3165 differentiates between the pledgee authorized by agreement to sell and the pledgee without authority and agreement to sell; that the pledgee in the instant case having no agreement authorizing him to sell had to proceed in regular and ordinary course and is bound by the same law, rules, and methods of procedure as any other creditor, and the court erred in holding otherwise.

3.

That the judgment is furthermore erroneous in affirming the decree of the lower court ordering the securities sold at public auction, as article 3165 expressly provides that where the pledgee and pledgor have not authorized the sale and agreed on the manner of sale or other disposition of the pledged property "the same formalities shall be observed in the sale of the property so pledged as in ordinary cases," which provision of law was not complied with or enforced in

the decree for the sale of the property, the terms and manner of the sale and the person making the sale being fixed and designated by the court and not by the law or by the court under the law, and in this the court was in error.

4.

That the court erred in not sustaining the plea of estopped and *res judicata* to the demand of plaintiff to have a privilege or pledge on the securities held recognized and enforced.

5.

That the court erred in holding and finding that the judgment was read in the lower court; that the court had no right to consider the certificate and extract furnished and filed *ex parte* after the submission of the case to the court; that the agreement between counsel contemplated and only authorized the furnishing and filing of documents and evidence omitted up to the time of the submission of the case, and that the certified extract of the minutes was filed after the cause was submitted and the court had it under consideration; that if the court should conclude that after submission it could consider omitted evidence such omissions should be supplied only on a
249 writ of certiorari and contradictorily, but we contend that after submission no action can be taken to change, add to, or take from the record, at all events *ex parte*. If the court should adhere to its determination to allow supplied and to consider after submission evidence, documents, or parts of the record omitted, then we submit that the case and such questions should be reopened to have determined contradictorily whether the minutes in the record at the time of submission, which did not show the reading of the judgment, or the minutes and certificate filed after submission, showing the reading of the judgment, are correct. As the record now stands on this question, the two extracts and certificates contradict each other, and how is the court to determine which is correct?

6.

That the court erred in holding that without averment and proof that he was authorized and directed by the comptroller of the United States court the receiver of the American national bank had authority to sue and stand in judgment to have a pledge recognized on the securities held by him and to have the securities and collaterals sold at public auction or otherwise; that the defendant syndic and the insolvents represented by him are entitled to have the judgment and discretion of the comptroller exercised as to whether said securities shall be sold or held, the time, manner, and terms of the sale, and the court erred in holding that the receiver could sue and act without the authority and discretion of the comptroller.

Wherefore defendant prays that he be granted a rehearing, and that as this controversy involves new and close as well as important questions that he be given twenty days in which to file brief in support of this application.

(Signed) LAZARUS & LUCE,
Att'ys for Defendant.

Endorsed: No. 13204. Supremt court. F. L. Richardson, receiver American national bank, *vs.* Sumpter Turner & Ed. Weil, syndics. Petition for rehearing. Filed May 21, 1900. (Signed) T. McC. Hyman, clerk.

Motion and Order for Time.

(Extract from Minutes.)

NEW ORLEANS, TUESDAY, *May 22nd*, 1900.

The court was duly opened pursuant to adjournment.

250 Present: Their honors Francis T. Nicholls, chief justice; Joseph A. Breaux, Newton C. Blanchard, Frank A. Monroe, associate justices.

Absent: Lynn B. Watkins, associate justice.

F. L. RICHARDSON, Receiver American National Bank,
vs.
SUMPTER TURNER and EDWARD WEIL, Syndics.

On motion of Lazarus & Luce, of counse-, it is ordered by the court that the defendant Sumpter Turner, the syndic of M. Schwartz & Co., be granted a delay until the 10th day of June, A. D. 1900, to prepare and file a brief in support of his petition for a rehearing in this case.

Rehearing Refused.

NEW ORLEANS, TUESDAY, *June 19th*, 1900.

The court was duly opened pursuant to adjournment.

Present: Their honors Francis T. Nicholls, chief justice; Joseph A. Breaux, Newton C. Blanchard, Frank A. Monroe, associate justices.

Absent: Lynn B. Watkins, associate justice.

F. L. RICHARDSON, Receiver of the American National Bank,
vs.
SUMPTER TURNER and EDWARD WEIL, Syndics of M. Schwartz & Co.

By the COURT:

It is ordered that the rehearing applied for in this case be refused.

251 *Petition for Writ of Error.*

In the Supreme Court of the United States.

SUMPTER TURNER, Syndic of M. Schwartz & Co., Plaintiff in Error,
vs.
F. L. RICHARDSON, Receiver of the American National Bank, Defendant in Error. } No. —.

Petition for writ of error.

To the Honorable Edward Douglas White, associate justice of the Supreme Court of the United States:

The petition of Sumpter Turner, syndic of the insolvent firm of M. Schwartz & Co. and plaintiff in error herein, respectfully shows:

That in the suit entitled "F. L. Richardson, receiver of the American national bank, *vs.* Sumpter Turner and Edward Weil, syndics of M. Schwartz & Co.," No. 13204 on the docket of the supreme court of Louisiana, wherein petitioner was defendant and F. L. Richardson, receiver of the American national bank, was plaintiff, final judgment was rendered against petitioner in his representative capacity as syndic of said insolvent firm in the sum of seventy-four thousand and forty-five and 16/100 dollars, with interest and costs, and recognizing and declaring said F. L. Richardson, receiver, to have a pledge on certain shares of the capital stock of the Schwartz Foundry Company, Limited, and other stocks and bonds as set out in said judgment, and ordering and decreeing that said stock be sold at public auction by an auctioneer.

That the aforesaid judgment of the supreme court of the State of Louisiana was rendered on May 7th, 1900, and a rehearing thereof was refused on June 19th, 1900; that the aforesaid judgment of the supreme court of Louisiana was therefore final, and that the supreme court of the State of Louisiana is the highest court in said State in which a decision could be had in said suit.

252 That your petitioner set up and claimed, by assignment of errors in the supreme court of Louisiana, the right and privilege of having the application to sell said securities and said securities sold and the time and terms of the sale thereof, under the direction and with the authority of the Comptroller of the Currency.

That the judgment of the supreme court of the State of Louisiana was adverse to the right and privilege of plaintiff in error to have the comptroller direct and authorize the sale of said securities and to give said application to sell and the sale the sanction of his discretion, judgment, and authority, under and by virtue of sec. 5234 of the United States Statutes and its provisions, a right and privilege to which plaintiff in error was entitled under sec. 5234 of the United States Statutes and its provisions, and that the said supreme court of

the State of Louisiana held and decreed that the said receiver could make the application to sell and could sell the said securities without the direction and authority of the comptroller.

That petitioner claimed and set up, by assignment of errors in the supreme court of Louisiana, the right, under sec. 5234 of the United States Statutes and its provisions, to have the suit or demand of the defendant in error to sell said securities rejected, for the reason that the defendant in error proceeded without the direction and authority of the comptroller, and that sec. 5234 of the United States Statutes did not authorize the sale of pledged securities or collaterals, and the supreme court of Louisiana decided adversely to such claim of right by petitioner.

That the said final judgment of the supreme court of Louisiana was an erroneous construction of section 5234 of the United States Statutes and violative of said statute and its provisions.

That in his brief on the application for rehearing in the supreme court of Louisiana petitioner urged that under sec. 629 of the United States, paragraphs 3 and 10, and the act of Congress adopted Aug. 13th, 1898, amendatory of said sec. 629, the United States circuit courts were vested with exclusive jurisdiction over and affecting the liquidation of national banks, and application to sell, and sales, under sec. 5234 of the United States Statutes; that plaintiff in error had the right, under said sec. 629 of the United States Statutes, paragraphs 3 and 10, and the amendment of 1888, to have said application to sell and the terms of sale fixed by a court of competent jurisdiction, to wit, the United States circuit court, and the
253 supreme court of Louisiana in its final judgment, by refusing the rehearing, decided adversely to such right of petitioner.

That under the settled jurisprudence of Louisiana it was not necessary to file a formal plea to the jurisdiction, but that the court should *ex proprio motu* notice its want of jurisdiction *ratione materiæ*, and dismiss or vacate the proceeding.

That in the said decision, final judgment, and decree of the supreme court of Louisiana and in the proceedings had in said supreme court prior thereto grave errors were committed to the prejudice of petitioner, all of which will more fully and in detail appear from the assignment of errors which is filed with this petition; and your petitioner claims the right to remove said judgment and decree of the supreme court of Louisiana to the Supreme Court of the United States by writ of error, under sec. 709 of the Revised Statutes of the United States, for the correction of the errors complained of, and all of which will appear by the record of the proceedings in said case, which is herewith submitted.

Wherefore your petitioner prays the allowance of a writ of error in his behalf, returnable into the Supreme Court of the United States; that a transcript of the record, proceedings, and papers in said cause, duly authenticated, may be sent to said Supreme Court of the United States; that all proceedings in the supreme court of Louisiana and the civil district court for the parish of Orleans, State of Louisiana, may be stayed; and petitioner prays for supersedeas

and that a bond for the same be fixed; and prays further for citation of the defendant in error, and he will ever pray.

(Signed) J. N. LUCE &
" HENRY L. LAZARUS,
Att'ys for Plaintiff in Error.

Endorsed: No. 13204. Supreme court of Louisiana. Sumpter Turner, syndic of M. Schwartz & Co., plaintiff in error, *vs.* F. L. Richardson, receiver of the American national bank, defendant in error. Petition for writ of error. Filed August 1, 1900. (Signed) T. McC. Hyman, clerk.

254 *Order for Writ of Error.*

In the Supreme Court of the United States.

SUMPTER TURNER, Syndic of M. Schwartz & Co., Plaintiff in Error,
vs.
F. L. RICHARDSON, Receiver of the American National Bank, Defendant in Error. } No.—.

Order.

On this the 27th day of July, 1900, came plaintiff in error, by his attorney, and filed herein and presented to the court his petition praying for the allowance of a writ of error to operate as a supersedeas intended to be urged by him, praying also that a transcript of the record and proceedings and papers upon which the final judgment or decree of the supreme court of the State of Louisiana was rendered, duly authenticated, may be sent to the Supreme Court of the United States, and that such other and further proceedings may be had as may appear in the premises, on consideration whereof the said writ of error is allowed upon plaintiff in error giving bond according to law in the sum of fifteen hundred dollars, which shall operate as a supersedeas bond, and for further order, pending said writ of error, that all further proceedings in the cause entitled "F. L. Richardson, receiver of the American national bank, *vs.* Sumpter Turner and Edward Weil, syndics of M. Schwartz & Co.," in the supreme court of the State of Louisiana, or the civil district court for the parish of Orleans, State of Louisiana, or any division thereof, be stayed and suspended until the final determination of said writ of error by the Supreme Court of the United States.

Allowed.
July 27, 1900.
(Signed) R. W. PECKHAM,
Jus. Sup. Ct. U. S.

Endorsed: No. 13204. Supreme court of Louisiana. Sumpter Turner, syndic of M. Schwartz & Co., plaintiff in error, *vs.* F. L. Richardson, receiver of the American national bank, defendant in error. Order. Filed August 1st, 1900. (Signed) T. McC. Hyman, clerk.

255 *Assignment of Errors.*

In the Supreme Court of the United States.

SUMPTER TURNER, Syndic of M. Schwartz & Co., Plaintiff in Error,
vs.
F. L. RICHARDSON, Receiver of the American National Bank, Defendant in Error. } No. —.

Assignment of errors.

The plaintiff in error, Sumpter Turner, syndic of the insolvent firm of M. Schwartz & Co., in connection with his petition for a writ of error, makes the following assignment of errors which he avers are contained in the final judgment and decree of the supreme court of the State of Louisiana :

First.

That under sec. 5234 of the United States Statutes and its provisions relating to national banks, plaintiff in error, owner of the pledged securities which were declared upon and the sale of which was asked in the suit of F. L. Richardson, receiver of the American national bank, *v.* Sumpter Turner and Edward Weil, syndics of M. Schwartz & Co., in the State courts of Louisiana, is entitled to the right and privilege of having the application to sell such securities, the sale thereof, and the time and manner of the sale under the direction and authority of the Comptroller of the Currency ; that plaintiff in error in the supreme court of Louisiana by his assignment of errors and as shown by the records in said proceedings claimed and set up that he was entitled to the privilege and right of having the Comptroller of the Currency direct and authorize the application to sell, having the sale ordered, and the manner, terms, and time of said sale, and of having the sanction and seal of the approval, judgment, and discretion of said comptroller under said sec. 5234 of the United States Statutes and its provisions, and set up and assigned that he had the right and was entitled to the immunity or relief of having the application for the sale of said securities rejected for the reason that the sale of pledged securities was not authorized under sec. 5234 of the United States Statutes, such statute applying only to the sale of property belonging to the bank, and that the receiver was incompetent to stand in judgment in said proceeding, and that the judgment of the supreme court of Louisiana was adverse to the right and privilege of plaintiff in
256 error to have the Comptroller of the Currency authorize and direct the sale of said securities, and to give such application to sell and the sale and the time and manner thereof the sanction of his discretion, judgment, and authority, under and by virtue of sec. 5234 of the United States Statutes and its provisions—a right and privilege to which plaintiff was entitled—and that the said supreme court of Louisiana held and decreed that the said receiver

could make the application to sell and could sell the securities under and by virtue of sec. 5234 of the United States Statutes and its provisions without the direction and authority of the Comptroller of the Currency, and further held and decreed that said receiver was competent to stand in judgment in said proceeding, and that said final judgment of the supreme court of Louisiana is an erroneous construction of sec. 5234 of the United States Statutes, and is violative of said statute and its provisions.

Second.

That under the settled jurisprudence of the supreme court of Louisiana, the highest court in said State, the said court and all the courts of Louisiana will notice their want of jurisdiction *ratione materiæ*, either *ex proprio motu* or on its being called to the court's attention, and the court, when without jurisdiction *ratione materiæ*, will dismiss and set aside the proceedings or judgment.

That in his brief for rehearing in said cause defendant and plaintiff in error argued and urged that jurisdiction over and affecting the liquidation of national banks was vested exclusively in the United States circuit courts and the Federal courts, and that the State courts were without jurisdiction in the said cause to grant and order the sale authorized under sec. 5234 of the United States Statutes and its provisions, said defendant and plaintiff in error citing paragraphs 3, 10, and 11 of sec. 629 of the United States Statutes and the proviso of sec. 4 of the act of Congress adopted Aug. 13th, 1888; that said paragraphs and said proviso vested the courts of the United States with exclusive jurisdiction in cases commenced by the United States by direction of any officer thereof, or cases for winding up the affairs of such (national) banks.

That the want of jurisdiction *ratione materiæ* was shown by the pleadings and the record; that defendant and plaintiff in
257 error was entitled to the right, privilege, or immunity of having a court of competent jurisdiction pass upon and determine the application to sell, the sale, and the manner, terms, and time thereof, and that the supreme court of Louisiana, in its final decision refusing the rehearing and sustaining its own jurisdiction and that of the State courts, necessarily and in effect decided adversely to the right of plaintiff in error to have said proceeding and judgment dismissed and set aside for want of jurisdiction *ratione materiæ* in the State courts and to have said matter and controversy determined by the Federal courts, courts of competent jurisdiction, and was violative of the act of Congress adopted Aug. 13th, 1888, and the proviso above mentioned.

That the supreme court of the State of Louisiana erred in holding and decreeing in its final judgment:

1. That the defendant and plaintiff in error was not entitled to the right and privilege, under sec. 5234 of the United States Statutes and its provisions, to have the direction and authority of the Comptroller of the Currency for the application to sell such securities, the sale, and the time, manner, and terms thereof.

2. That defendant and plaintiff in error was not entitled to have

the proceedings for the sale instituted and prosecuted by a person competent to stand in judgment, and that the receiver was competent to make such application to sell and to prosecute the same and to stand in judgment.

3. In holding that the supreme court of Louisiana and the State courts had jurisdiction *ratione materiæ* and in denying the exclusive jurisdiction of the United States courts.

4. That the court further erred in not setting aside the judgment of the lower State court and rejecting the demand of the defendant in error on these grounds.

That the supreme court of Louisiana is the highest court in said State in which a decision of the aforesaid suit and controversy could be had.

That the errors in said final judgment and decree of the supreme court of Louisiana and the proceedings anterior thereto are those specially set out and enumerated above, and they entitle plaintiff in error to a reversal of said final decree and judgment of the supreme court of Louisiana and a rejection by this court of the demands of the receiver of the American national bank.

258 Wherefore plaintiff in error prays that the judgment of said supreme court of the State of Louisiana be reversed, and that such directions may be given that full force and efficiency may enure to plaintiff in error by reason of his defenses set up and urged in said cause.

(Signed) J. N. LUCE &
" HENRY L. LAZARUS.
Att'ys for Plaintiff Error.

Endorsed: No. 13204. Supreme court of Louisiana. Sumpter Turner, syndic of M. Schwartz & Co., plaintiff in error, *vs.* F. L. Richardson, receiver of the American national bank, defendant in error. Assignment of errors. Filed — rec'd July 27, 1900. (Signed) R. W. Peckham, jus. Sup. Ct. U. S. Filed August 1, 1900. (Signed) T. McC. Hyman, clerk.

Copy of Writ of Error.

SUMPTER TURNER, Syndic of M. Schwartz & Co., Plaintiff in Error,
vs.
F. L. RICHARDSON, Receiver of the American National Bank, Defendant in Error.

Writ of error.

UNITED STATES OF AMERICA, *ss:*

The President of the United States of America to the honorable the judges of the supreme court of the State of Louisiana, Greeting:

Because in the record and proceedings, as also in the rendition of the judgment of a plea which is in the said supreme court of the State of Louisiana, before you or some of you, being the highest

court of law or equity of the said State in which a decision could be had in the said suit between Frank L. Richardson, receiver of the American national bank, who was party plaintiff in the said supreme court of the State of Louisiana and defendant in error in this writ, and Sumpter Turner, syndic of the insolvent firm of M. Schwartz & Co., who is defendant in the
259 said supreme court of the State of Louisiana and is plaintiff in error in this writ, wherein was drawn in question the construction of *the* clause of the Constitution or of a treaty or statute of or commission held under the United States and the decision was against the title, right, privilege, or exemption especially set up or claimed under such clause of the said Constitution, treaty, statute of, or commission, a manifest error hath happened, to the great damage of Sumpter Turner, syndic of the insolvent firm of M. Schwartz & Co., the defendant in said supreme court of the said State of Louisiana and plaintiff in error in this writ, as by *its* complaint appears, we, being willing that error, if any hath been, should be duly corrected and full and speedy justice done to the parties aforesaid in this behalf, do command you, if judgment be therein given, that then, under your seal, distinctly and openly, you send the record and proceedings aforesaid, with all things concerning the same, to the Supreme Court of the United States, together with this writ, so that you have the same in Washington on the second Monday of October, 1900, in the said Supreme Court to be then and there held, that, the record and proceedings aforesaid being inspected, the said Supreme Court may cause further to be done therein to correct that error what of right and accord*ance* to the laws and customs of the United States should be done.

Witness the Honorable Melville W. Fuller, Chief Justice of the said Supreme Court, the 27 day of July, in the year of our Lord one thousand and nine hundred.

(Signed) E. R. HUNT,
Clerk of the Circuit Court of the United States
for the Eastern District of Louisiana,
By H. J. CARTER,
[SEAL.] *Deputy Clerk.*

Allowed by—

R. W. PECKHAM,
Jus. Sup. Ct. U. S.

July 27, 1900.

Endorsed: No. 13204. Supreme court of Louisiana. Sumpter Turner, syndic of M. Schwartz & Co., plaintiff in error, *vs.* F. L. Richardson, receiver of the American national bank, defendant in error. Copy of a writ of error lodged in the clerk's office of the supreme court of the State of Louisiana, in pursuance of the statute

in such cases made and provided, this first day of August,
260 one thousand nine hundred. (Signed) Lazarus & Luce, attorneys of plaintiff in error. Filed August 1, 1900. (Signed) T. McC. Hyman, clerk.

Bond for Writ of Error.

In the Supreme Court of the United States.

SUMPTER TURNER, Syndic of M. Schwartz & Co., Plaintiff in Error,
vs.
F. L. RICHARDSON, Receiver of the American National Bank, Defendant in Error. } No. —.

Bond for writ of error of plaintiff in error.

Know all men by these presents that we, Sumpter Turner, syndic of M. Schwartz & Co., as principal, and the American Surety Company of New York, as surety, are held and firmly bound unto F. L. Richardson, receiver of the American national bank, in the full and just sum of fifteen hundred dollars, to be paid to the said F. L. Richardson, receiver of the American national bank, his certain attorneys, executors, administrators, and assigns; to which payment, well and truly to be made, we bind ourselves, our heirs, executors, and administrators, jointly and severally, by these presents.

Sealed with our seals and dated this — day of July, in the year of our Lord one thousand nine hundred.

Whereas late-, at a supreme court of the State of Louisiana, in a suit depending in said court between F. L. Richardson, receiver of the American national bank, plaintiff in said supreme court of Louisiana and defendant in error in this court, and Sumpter Turner and Edward Weil, defendants in said supreme court of Louisiana and plaintiffs in error in this court, No. 13204 of the docket of said supreme court of the State of Louisiana, a judgment was rendered against the said Sumpter Turner and Edward Weil, syndics of M. Schwartz & Co., and the said syndic having obtained a writ of error and filed a copy thereof in the clerk's office of said court to reverse the judgment in the aforesaid suit, and a citation directed to
261 the said F. L. Richardson, receiver of the American national bank, citing and admonishing him to be and appear at a session of the Supreme Court of the United States, to be held at the city of Washington, District of Columbia, on —:

Now, the condition of the above obligation is such that if the said Sumpter Turner, syndic of M. Schwartz & Co., defendant in said supreme court of the State of Louisiana and plaintiff in error in this court, shall prosecute the said writ of error to effect and answer all

damage and costs if he fails to make the said plea good, then the above obligation to be void; else to remain in full force and virtue.

SUMPTER TURNER,
Syndic of M. Schwartz & Co.,

(Signed) By J. N. LUCE,
Specially Authorized, as per Annexed Power.

[2c. stamp, documentary.]

AMERICAN SURETY COMPANY
OF NEW YORK,

(Signed) By ARTHUR AMBROSE MAGINNIS,
Res. Vice-President.

[½c. stamp, documentary.]

[SEAL.] (Signed) PETER F. PESCUD,
Res. Assistant Secretary.

[5c. stamp, documentary.]

Authorization.

NEW ORLEANS, LA., *July* 19, 1900.

Messrs. Lazarus & Luce and Henry L. Lazarus and J. N. Luce, New Orleans, La.

GENTLEMEN: Representing me as the syndic of M. Schwartz & Co., insolvents, you or either of you are authorized to sign my name as syndic to any application for an appeal, writ of error, or supersedeas or to any application for a bond, in case one should become necessary, in the application for and prosecution of said appeals or
262 writs of error.

Yours truly,
(Signed) SUMPTER TURNER, *Syndic.*

STATE OF LOUISIANA, }
Parish of Orleans. }

On this 24th day of July, 1900, before me personally appeared Peter F. Pescud, resident assistant secretary of the American Surety Company of New York, to me known, who, being by me duly sworn, did depose and say that he resided in the city of New Orleans: that he is the resident assistant secretary of the American Surety Company of New York, the corporation described in and which executed the above instrument; that he knew the corporate seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order, and that the liabilities of said corporation do not exceed its assets ascertained in the manner provided by law; and the said Peter F. Pescud further said that he was appointed with A. A. Maginnis, and knew him to be one of the resident vice-presidents of said corporation; that the signature of said A. A. Maginnis subscribed to the said instrument is in the genuine handwriting of the said A. A. Maginnis, and was thereto subscribed by the like order of the said board of

directors and in the presence of him, the said Peter F. Pescud, resident assistant secretary.

(Signed) PETER F. PESCUD.

Sworn to and subscribed before me this 24th June, 1900.

(Signed) H. G. DUPRE,
Notary Public.

[SEAL.]

Extract from the Record Book of the Board of Trustees of the "American Surety Company" of New York.

"The regular quarterly meeting of the board of trustees of
263 the American Surety Company of New York was held at the company's office, No. 100 Broadway, in the city of New York, on Wednesday, January 17, 1900, at 12 o'clock noon.

"The president assumed the chair.

"On motion, David B. Sickels was elected secretary.

"The secretary read the report of the nominating committee as follows:

"To the board of trustees of the American Surety Company of New York.

"GENTLEMEN: The committee appointed by the executive committee of this company at their meeting held Wednesday, January 3, 1900, for the purpose of nominating officers of the company * * * for the ensuing year beg leave to report as follows:

We nominate for * * *

Resident vice-presidents at New Orleans, La.:

A. A. Maginnis.

Samuel F. Heaslips.

Pearl Wight.

George Q. Whitney.

Resident assistant secretaries at New Orleans, La.:

Peter F. Pescud.

W. B. Spencer.

"On motion of John J. McCook, the secretary was authorized to cast one ballot on behalf of the trustees present, and the aforementioned officers, * * * as recommended by the nominating committee, were declared to have been unanimously elected to their respective offices for the ensuing year."

"The following resolution was adopted:

"Resolved, That the resident vice-president- be, and they hereby are, and each of them is hereby, authorized and empowered to execute and deliver and attach the seal of the company to any and all obligations for or on behalf of the company, such obligations, however, to be attested in every instance by the resident assistant secretary."

* * * * * * *

STATE OF NEW YORK, }
County of New York. }

I, H. B. Zevely, assistant secretary of the American Surety
264 Company of New York, do hereby certify that I have compared the foregoing extracts and transcripts from the record book of the board of trustees of the American Surety Company of New York with the original record of said board, and that the same are correct extracts and transcripts therefrom as they appear of record and are set forth and contained in said record book, and I further certify that I have compared the foregoing resolution with the original thereof, as recorded in the minute book of said company, and do certify that the same is a correct and true transcript therefrom and of the whole of said original resolution.

Given under my hand and the seal of the company, at the city of New York, this 19th day of April, 1900.

(Signed) H. B. ZEVELY,
[SEAL.] *Assistant Secretary.*

STATE OF NEW YORK, }
County of New York, } *ss.:*

William A. Brandt, being duly sworn, says that he is an assistant secretary of the American Surety Company of New York; that said company is a corporation duly created, existing, and engaged in business as a surety company under and by virtue of the laws of the State of New York, and has duly complied with all the requirements of the laws of said State applicable to said company and is duly qualified to act as surety under such laws; that said company has also duly complied with and is duly qualified to act as surety under the act of Congress of August 13, 1894, entitled "An act relative to recognizances, stipulations, bonds, and undertakings, and to allow certain corporations to be accepted as surety thereon;" that the within is a true copy of the last statement of the assets and liabilities of said company as rendered pursuant to section 4 of said act of Congress; that said American Surety Company of New York is worth more than $2,500,000 over and above all its debts and liabilities and such exemptions as may be allowed by law.

(Sig.) WM. A. BRANDT.

Subscribed and sworn before me this 11th day of July, 1900.

(Signed) C. E. CARMAN,
[SEAL.] *Notary Public, No. —, New York County.*

265 American Surety Company of New York.

General offices, 100 Broadway.

Incorporated April 14, 1884.

Financial Statement June 30th, 1900.

Resources.

Real estate and improvements	$3,013,217.16	
Stocks and bonds	1,295,261.50	
Bills receivable	625,499.37	
Cash in banks and offices	167,103.23	
Premiums in course of collection	216,496.06	
Accrued interest and rents	26,844.75	
		$5,344,422.07

Liabilities.

Capital stock	$2,500,000.00	
Surplus	1,000,000.00	
Undivided profits	888,013.08	
Premium reserve requirement	608,502.49	
Claims in process of adjustment	290,553.33	
Bills and accounts payable	57,353.17	
		$5,344,422.07

No. 13204. Supreme court of Louisiana. Sumpter Turner, syndic of M. Schwartz & Co., plaintiff in error, *vs.* F. L. Richardson, receiver of the American nat. bank, defendant in error. Bond of plaintiff in error for writ of error. Approved July 27, 1900. (Signed) R. W. Peckham, jus. Sup. Ct. U. S. Filed August 1, 1900. (Signed) T. McC. Hyman, clerk.

266 *Certificate of the Clerk of the Supreme Court of the State of Louisiana.*

UNITED STATES OF AMERICA, }
State of Louisiana. }

Supreme Court of the State of Louisiana.

I, Thomas McCabe Hyman, clerk of the supreme court of the State of Louisiana, do hereby certify that the foregoing two hundred and sixty-five (265) — pages contain a full, true, and complete copy of the transcript of the proceedings had in the civil district court for the parish of Orleans in a certain suit wherein F. L. Richard-, receiver of the American national bank, was plaintiff and Sumpter Turner & Edward Weil, syndics of M. Schwartz & Co. *et als.*, were defendants, and also of all the proceedings had in this supreme court on the appeal taken by said defendants, which appeal is now on the files thereof under No. 13204.

Seal Supreme Court of the State of Louisiana.

In testimony whereof I have hereunto set my hand and affixed the seal of said court, at the city of New Orleans, this thirteenth day of August, anno Domini one thousand nine hundred, and in the one hundred and twenty-fifth year of the Independence of the United States of America.

T. McC. HYMAN, *Clerk.*

267 SUMPTER TURNER, Syndic of M. Schwartz & Co., Plaintiff in Error,
vs.
F. L. RICHARDSON, Receiver of the American National Bank, Defendant in Error.

Writ of Error.

UNITED STATES OF AMERICA, *ss:*

The President of the United States of America to the honorable the judges of the supreme court of the State of Louisiana, Greeting:

Because in the record and proceedings, as also in the rendition of the judgment of a plea which is in the said supreme court of the State of Louisiana, before you or some of you, being the highest court of law or equity of the said State in which a decision could be had in the said suit between Frank L. Richardson, receiver of the American national bank, who was party plaintiff in the said supreme court of the State of Louisiana and defendant in error in this writ, and Sumpter Turner, syndic of the insolvent firm of M. Schwartz & Co., who was defendant in the said supreme court of the State of Louisiana and is plaintiff in error in this writ, wherein was drawn in question the construction of the clause of the Constitution or of a treaty or statute of or commission held under the United States and the decision was against the title, right, privilege, or exemption specially set up or claimed under such clause of the said Constitution, treaty, statute, or commission, a manifest error hath happened, to the great damage of Sumpter Turner, syndic of the insolvent firm of M. Schwartz & Co., the defendant in said supreme court of the State of Louisiana and plaintiff in error in this writ, as by his complaint appears, we, being willing that error, if any hath been, should be duly corrected and full and speedy justice done to the parties aforesaid in this behalf, do command you, if judgment be therein given, that then, under your seal, distinctly and openly, you send the record and proceedings aforesaid, with all things concerning the same, to the Supreme Court of the United States, together with this writ, so that you have the same in Washington on the second Monday of Oct., 1900, in the said Supreme Court,
268 to be then and there held, that, the record and proceedings aforesaid being inspected, the said Supreme Court may cause

further to be done therein to correct that error what of right and accordance to the laws and customs of the United States should be done.

Witness the Honorable Melville W. Fuller, Chief Justice of the said Supreme Court, the 27th day of July, in the year of our Lord one thousand nine hundred.

[Seal U. S. Circuit Court for the 5th Circuit & Eastern District of La.]

E. R. HUNT,
Clerk of the Circuit Court of the United States
for the Eastern District of Louisiana,
By H. J. CARTER,
Deputy Clerk.

Allowed by—
R. W. PECKHAM,
Jus. Sup. Ct. U. S.

July 27, 1900.

[Endorsed:] No. 13204. Supreme court of Louisiana. Sumpter Turner, syndic of M. Schwartz & Co., plaintiff in error, *v.* F. L. Richardson, receiver of the American nat'l bank, defendant in error. Writ of error. Filed August 1, 1900. T. McC. Hyman, clerk.

269 In the Supreme Court of the United States.

SUMPTER TURNER, Syndic of M. Schwartz & Co., Plaintiff in Error,
vs.
F. L. RICHARDSON, Receiver of the American National Bank, Defendant in Error.
} No. —.

The President of the United States to F. L. Richardson, receiver of the American national bank, Greeting:

You are hereby cited and admonished to be and appear at a Supreme Court of the United States, to be holden at the city of Washington, within 30 days from the date hereof, pursuant to a writ of error filed in the clerk's office of the supreme court of Louisiana, wherein the said Sumpter Turner, syndic of M. Schwartz & Co., is plaintiff in error and you are defendant in error, to show cause, if any there be, why the judgment rendered against the said Sumpter Turner, syndic of M. Schwartz & Co., as in said writ of error mentioned, should not be corrected and why speedy justice should not be done to the parties in that behalf.

Witness the Honorable Melville W. Fuller, Chief Justice of the United States, this 27th day of July, in the year of our Lord one thousand nine hundred.

R. W. PECKHAM,
Jus. Sup. Ct. U. S.

July 27, 1900.

Service of the above and foregoing citation waived this August 1st, 1900.

F. L. RICHARDSON,
Rec'r Am. Nat'l Bank.

[Endorsed:] No. 13204. Supreme court of Louisiana. Sumpter Turner, syndic of M. Schwartz & Co., plaintiff in error, *v.* F. L. Richardson, receiver of the American nat'l bank, defendant in error. Citation. Filed Aug. 1, 1900. T. McC. Hyman, clerk.

Endorsed on cover: File No., 17,893. Louisiana supreme court. Term No., 408. Sumpter Turner, syndic of M. Schwartz & Co., plaintiff in error, *vs.* F. L. Richardson, receiver of the American national bank. Filed August 31st, 1900.

IN THE

Supreme Court of the United States.

No. 408.

SUMPTER TURNER, SYNDIC OF M. SCHWARTZ & CO.,
PLAINTIFF IN ERROR.

versus

F. L. RICHARDSON, RECEIVER OF THE AMERICAN NATIONAL BANK,
DEFENDANT IN ERROR.

ON WRIT OF ERROR FROM SUPREME COURT, STATE OF LOUISIANA.

Brief of Plaintiff in Error, on Motion to Dismiss and Affirm.

STATEMENT OF CASE.

The American National Bank of New Orleans failed on August 5th, 1896, and Frank L. Richardson was appointed receiver.

M. Schwartz & Co., a commercial firm of New Orleans, La., made a surrender under the insolvency laws of that State; and Edward Weil and Sumpter Turner were elected by a creditors'

meeting, and confirmed, as definitive syndics of said firm. R. 206-9.

On January 12th, 1898, Frank L. Richardson, receiver of the aforesaid bank, by petition filed in the Civil District Court for the Parish of Orleans, State of Louisiana, applied to have sold at public auction eight hundred shares of the stock of the Schwartz Foundry Co., Ltd., and other securities pledged to the bank, to pay an alleged indebtedness of some eighty-eight thousand dollars, and for a recognition and enforcement of a pledge on said securities for said amount; this proceeding being taken against the syndics of M. Schwartz & Co. R. 1-5.

To this petition, exceptions were filed and overruled, and the case was then put at issue by answer filed. R. 5-7, 190.

The case was tried, and judgment in favor of the Receiver rendered by the State Court, in the sum of $10,000 on notes, with recognition of a pledge on 200 shares of Schwartz Foundry Co., Ltd., stock, and in the sum of over $60,000 on open account, with recognition of a pledge on 500 shares of Schwartz Foundry Co., Ltd., stock, and other securities; the judgment decreeing that the stock and securities be sold at public auction, and the proceeds applied *pro tanto* to the satisfaction of the judgment. See judgment, R. 196-7.

From that judgment, a suspensive appeal was taken to the Supreme Court of Louisiana by the syndics. See motion and order of appeal, R. 198-9, and bond of appeal, R. 200.

One of the syndics, Edward Weil, dying while said appeal was pending, it was agreed to conduct the proceedings in the name of the surviving syndic, Turner. R. 223, foot.

In the Supreme Court of Louisiana, plaintiff in error assigned the following errors, among others, as patent upon the face of the record, to-wit:

SUPREME COURT, STATE OF LOUISIANA.

F. L. Richardson, Receiver of the American National Bank,

vs.

Sumpter Turner and Edward Weil, Syndics of M. Schwartz & Co.

No. 13,204.

The defendants assign as errors patent upon the record, the following:

* * * * * *

2nd. That it is not averred nor proved by plaintiff, nor does the record show the averment and proof, that the Receiver of the American National Bank was authorized to sue and stand in judgment herein, nor that the Receiver was authorized to have sold the collaterals set up as pledged at public auction in the manner demanded by the Receiver or ordered by the Court; that without the direction and authorization required under Sec. 5234 of the United States Revised Statutes the Receiver was incompetent to stand in judgment herein and to have sold or to cause to be sold the stocks, bonds, and securities belonging to or pledged to the American National Bank, and that therefore his demand for a judgment for the amount claimed, with recognition of a pledge, and his demand to have the alleged pledged collaterals sold, should be rejected at his costs.

(Signed) LAZARUS & LUCE,
Attorneys for Syndics.

Endorsed: Supreme Court, State of Louisiana. F. L. Richardson, Rec'r American National Bank, vs. Sumpter Turner and Edward Weil, Syndics of M. Schwartz & Co. Assignment of errors. Filed March 5th, 1900. (Signed) Paul E. Mortimer, Deputy Clerk.

The Louisiana Supreme Court, on May 7th, 1900, affirmed the judgment of the lower Court. See minute entry, R. 230, and opinion of Louisiana Supreme Court, R. 226-30. In that opin-

ion, with reference to the Federal question raised by the assignment of errors, the Louisiana Supreme Court said:

"Another contention of defendants, assigned as error here, is that it was necessary for the Receiver to aver and prove he was authorized by the Comptroller of the Currency, U. S. Treasury Department, to institute the present action, and to sell at public auction the collaterals pledged to secure the indebtedness declared on, and that without this authorization the judgment recovered cannot stand.

"This position has no sufficient basis in law to rest upon.

"Section 5234 of the Revised Statutes of the United States provides that the Receiver of a national banking association, 'under the direction of the Comptroller, shall take possession of the books, records and assets of every description of such association, collect all debts, dues and claims belonging to it, and, upon the order of a court of record of competent jurisdiction, may sell, or compound all bad or doubtful debts, and, on a like order, may sell all the real or personal property of such association, on such terms as the Court shall direct'.

"The Receiver here could not sell the collaterals in his hands without obtaining the order of a Court of competent jurisdiction and this order must fix the terms of the sale.

"The object of this suit was to obtain such an order. The Civil District Court of the Parish of Orleans is a court competent to grant the order. It did so.

"We do not find from the statutory law, nor from the decisions of the courts, that before applying to the Civil District Court for the order to sell the pledged stocks and bonds, the Receiver must obtain the formal authorization of the Comptroller to make the application, and that in addition to the order of Court, he must also have the formal authority of the Comptroller to sell.

"The language of the statute authorizing the appointment of a Receiver to act under the direction of the Comptroller means no more than that the Receiver shall be subject to the direction of the Comptroller. It does not mean he shall do no act without special instructions. His very appointment makes it his duty to collect the assets and debts of the association. With regard to the ordinary assets and debts no special direction is needed; no unusual exercise of judgment is required. They are to be collected, of course; that is what the Receiver is appointed to do.

"This was the language of the Court in Bank vs. Kennedy, 17 Wall., 19, 21, 22.

"It is true a Receiver cannot bring a suit to enforce a stockholder's liability until the Comptroller ascertains that it is necessary to assess the stock, fixes the amount of such assessment, and gives him authority to collect. That is because stockholders are not ordinary debtors of the bank. The distinction between a suit of that character and the one at bar is clearly pointed out in Bank vs. Kennedy, *supra*.

"See also Morse on Banks, Sec. 150.

"Boone on Law of Banking, Sec. 433.

"Morrison vs. Lee, 24 Blatchf., 291, 294.

"Hayden vs. Thompson, 71 Fed. Rep., 60, 64, 65, 66."

And R., 229, further said: "Yet, since under the Statutes of the United States regulating the action of receivers appointed to insolvent national banks, the Receiver herein could not sell the collaterals in question in his hands except upon the order of a court of record of competent jurisdiction, it were necessary for him to take proceedings to obtain such order.

" He could not be compelled to wait such time as the Syndics of Schwartz & Co. might see proper to take before filing a tableau of distribution, even if the question here arising could properly be determined in a contest over such tableau.

" The Receiver was entitled to take action at any time, the claim of his principal being due, to realize on the pledged stocks and bonds.

" He could not be expected to make parties to his suit, to obtain the order to sell, all the creditors of Schwartz & Co.

" He was not obliged to litigate with them his right to obtain such order.

" His suit is not even one to establish a pledge claimed. He tells the court the insolvent firm of Schwartz & Co. owes him, in his official capacity, an indebtedness, and to secure it he has in pledge certain stocks and bonds which he wants to sell in order to realize payment of the indebtedness. He asks an order to sell. As incidental to his right to obtain this order he must establish the indebtedness he claims, and he does so."

Plaintiff in error applied to the Louisiana Supreme Court for

a rehearing, R. 231-2, in their petition therefor, under the sixth ground, saying:

"That the court erred in holding that without averment and proof that he was authorized and directed by the comptroller of the United States Court, the Receiver of the American National Bank had authority to sue and stand in judgment to have a pledge recognized on the securities held by him, and to have the securities and collaterals sold at public auction or otherwise; that the defendant Syndic and the insolvents represented by him are entitled to have the judgment and discretion of the comptroller exercised as to whether said securities shall be sold or held, the time, manner, and terms of the sale, and the court erred in holding that the Receiver could sue and act without the authority and discretion of the comptroller."

The rehearing was refused, R. 233; and from this final decree of the Louisiana Supreme Court a writ of error was prosecuted to and lodged in this honorable court. With the petition for a writ of error there was made and filed the following assignments of error (R. 237-9):

FIRST.

That under Sec. 5234 of the United States Statutes and its provisions, relating to national banks, plaintiff in error, owner of the pledged securities which were declared upon and the sale of which was asked in the suit of F. L. Richardson, Receiver of the American National Bank, vs. Sumpter Turner and Edward Weil, Syndics of M. Schwartz & Co., in the State courts of Louisiana, is entitled to the right and privilege of having the application to sell such securities, the sale thereof, and the time and manner of the sale, under the direction and authority of the Comptroller of the Currency; that plaintiff in error, in the Supreme Court of Louisiana, by his assignment of errors and as shown by the records in said proceeding, claimed and set up that he was entitled to the privilege and right of having the Comptroller of the Currency direct and authorize the application to sell, having the sale ordered, and the manner, terms, and time of said sale, and of having the sanction and seal of the approval, judgment, and discretion of said Comptroller, under said Sec. 5234 of the United States Statutes and its provisions; and set up

and assigned that he had the right and was entitled to the immunity or relief of having the application for the sale of said securities rejected, for the reason that the sale of pledged securities was not authorized under Sec. 5234 of the United States Statutes, such statute applying only to the sale of property belonging to the bank, and that the Receiver was incompetent to stand in judgment in said proceeding; and that the judgment of the Supreme Court of Louisiana was adverse to the right and privilege of plaintiff in error to have the Comptroller of the Currency authorize and direct the sale of said securities, and to give such application to sell, and the sale, and the time and manner thereof, the sanction of his discretion, judgment, and authority, under and by virtue of Sec. 5234 of the United States Statutes and its provisions—a right and privilege to which plaintiff was entitled; and that the said Supreme Court of Louisiana held and decreed that the said Receiver could make the application to sell and could sell the securities, under and by virtue of Sec. 5234 of the United States Statutes and its provisions, without the direction and authority of the Comptroller of the Currency, and further held and decreed that said Receiver was competent to stand in judgment in said proceeding; and that said final judgment of the Supreme Court of Louisiana is an erroneous construction of Sec. 5234 of the United States Statutes, and is violative of said statute and its provisions.

SECOND.

That under the settled jurisprudence of the Supreme Court of Louisiana, the highest court in said State, the said Court and all the courts of Louisiana will notice their want of jurisdiction *ratione materia*, either *ex proprio motu* or on its being called to the Court's attention, and the Court, when without jurisdiction *ratione materia*, will dismiss and set aside the proceedings or judgment;

That in his brief for rehearing in said cause, defendant and plaintiff in error argued and urged that jurisdiction over and affecting the liquidation of national banks, was vested exclusively in the United States Circuit Courts and the Federal Courts, and that the State Courts were without jurisdiction, in the said cause, to grant and order the sale authorized under Sec. 5234 of the United States Statutes and its provisions, said defendant and

plaintiff in error citing paragraphs 3, 10 and 11 of Sec. 629 of the United States Statutes, and the proviso of Sec. 4 of the Act of Congress, adopted Aug. 13th, 1888; that said paragraphs and said proviso vested the Courts of the United States with exclusive jurisdiction in cases commenced by the United States by direction of any officer thereof, or cases for winding up the affairs of such (national) banks.

That the want of jurisdiction *ratione materia* was shown by the pleadings and the record; that defendant and plaintiff in error was entitled to the right, privilege, or immunity of having a court of competent jurisdiction pass upon and determine the application to sell, the sale, and the manner, terms, and time thereof; and that the Supreme Court of Louisiana, in its final decision refusing the rehearing and sustaining its own jurisdiction and that of the State Courts, necessarily and in effect decided adversely to the right of plaintiff in error to have said proceeding and judgment dismissed and set aside for want of jurisdiction *ratione materia* in the State Courts, and to have said matter and controversy determined by the Federal Courts of competent jurisdiction, and was violative of the Act of Congress adopted Aug. 13th, 1888, and the proviso above mentioned.

That the Supreme Court of the State of Louisiana erred in holding and decreeing in its final judgment:

1. That the defendant and plaintiff in error was not entitled to the right and privilege, under Sec. 5234 of the United States Statutes and its provisions, to have the direction and authority of the Comptroller of the Currency for the application to sell such securities, the sale, and the time, manner, and terms thereof;

2. That defendant and plaintiff in error was not entitled to have the proceedings for the sale instituted and prosecuted by a person competent to stand in judgment, and that the Receiver was competent to make such application to sell and to prosecute the same and stand in judgment;

3. In holding that the Supreme Court of Louisiana and the State Courts had jurisdiction *ratione materia,* and in denying the exclusive jurisdiction of the United States Courts;

4. That the Court further erred in not setting aside the judgment of the lower State Court, and rejecting the demand of the defendant in error, on these grounds:

That the Supreme Court of Louisiana is the highest Court in

said State in which a decision of the aforesaid suit and controversy could be had.

That the errors in said final judgment and decree of the Supreme Court of Louisiana, and the proceedings anterior thereto, are those specially set out and enumerated above; and they entitle plaintiff in error to a reversal of said final decree and judgment of the Supreme Court of Louisiana, and a rejection by this Court of the demands of the Receiver of the American National Bank.

Wherefore, plaintiff in error prays that the judgment of said Supreme Court of the State of Louisiana be reversed; and that such directions may be given that full force and efficacy may enure to plaintiff in error by reason of his defenses set up and urged in said cause.

In this Court, defendant in error has filed what he terms a motion to dismiss and affirm, with a brief in support thereof, and which motion reads:

"And now comes the defendant in error and moves the Court to dismiss the Writ of Error herein in the above entitled cause for want of jurisdiction, because the judgment or decree from which the Writ of Error purports to have been taken is the judgment or decree of the Supreme Court of one of the United States, to-wit: the Supreme Court of the State of Louisiana.

"And the said defendant in error, by counsel as aforesaid, also moves the Court to affirm the said judgment or decree from which the said Writ of Error purports to have been taken, because although the record in said cause may show that this Court has jurisdiction in the premises, yet it is manifest that said appeal was taken for delay only."

In the statement of the case by defendant in error, on page 2 of his brief, he says:

"The stock of this Foundry Company was then under control of the Civil District Court of the Parish of Orleans, Division 'E,' through its Syndic, Sumpter Turner, and was subject to the possession and pledge made to the American National Bank, whose rights were transferred to the Receiver, plaintiff in error."

This is erroneous. The stock of the Foundry Company is in the possession and control of the Receiver of the American Na-

tional Bank, as a pledge and security for the indebtedness due the bank by the insolvent commercial firm of M. Schwartz & Co. There has been no appointment of a Receiver to the Schwartz Foundry Company, and it is not in liquidation. Syndics were appointed by the Civil District Court to the commercial firm of M. Schwartz & Co. The Receiver was not compelled to sue in the State Court; he could have sued in the Federal Court. The State Court had not the foundry stock, the security, the *res*, in its control.

ARGUMENT.

The assignment of errors raising the Federal questions, was filed in the Supreme Court of Louisiana. The Louisiana Code of Practice, Art. 807, authorizes averments of errors of law appearing upon the record, in the Supreme Court.

The motion made in this case is not a motion to dismiss, because no Federal question is involved, and to affirm because the decision of the Supreme Court of Louisiana on the Federal question involved, was clearly and undoubtedly correct; but is made because "the judgment or decree from which the writ of error purports to have been taken, is the judgment or decree of the Supreme Court of one of the United States, to wit, the Supreme Court of the State of Louisiana."

Now, we submit, that such is not a motion to dismiss; that it alleges no ground or reason for dismissal; and that it should be denied or overruled by this Court.

Defendant in error moves the Court to affirm because "it is manifest that said appeal was taken for delay only." Such is not a motion to affirm; it sets out no ground or reason for affirming; and it should be ignored or denied by this Court.

The motion filed raises no issue which would authorize this Court to either dismiss or affirm the judgment of the Louisiana Supreme Court; and it should be denied.

The learned counsel, in their brief, do not even discuss the motion to dismiss, or cite any authorities in support of dismissal

because of the want of jurisdiction—because there is no real Federal question involved. We do not contend that the mere averment of a Federal question will raise an issue which the Court will be called on to determine. We understand that this Court has the power and the right to examine, consider, and determine whether a real and not fictitious Federal question has been raised, and whether the case could be finally determined without deciding such Federal question; but if a Federal question is raised, the Court has jurisdiction, and has no right or power, under the statute, to dismiss because, in its opinion, the Federal question was wrongfully and improperly raised; for if such a ruling prevailed, the Court would only maintain its jurisdiction and consider the merits in cases entitling parties to the maintenance of Federal questions raised, and would never determine the merits of such questions in their regular and ordinary order.

Said Chief Justice Chase, in Millingar vs. Hartupee, 6 Wall., 261:

"Something more than a bare assertion of such an authority seems essential to the jurisdiction of this Court. The authority intended by the Act is one having real existence, derived from competent governmental power. If a different construction had been intended, Congress would doubtless have used fitting words. The Act would have given jurisdiction in cases of decisions against claims of authority under the United States.

"In respect to the question we are now considering, 'authority' stands on the same footing with 'treaty' or 'statute.' If a right were claimed under a treaty or statute, and on looking into the record, it should appear that no such treaty or statute existed, or was in force, it would hardly be insisted that this Court could review the decision of a State Court, that the right claimed did not exist."

And in the same case, on page 262, the Court also said:

"In many cases the question of the existence of an authority is so closely connected with the question of its validity that the Court will not undertake to separate them, and in such cases the question of jurisdiction will not be considered apart from the

question upon the merits, or except upon hearing in regular order."

See, also, New Orleans vs. New Orleans Waterworks Co., 142 U. S., 87-8; Hamblin vs. Western Land Co., 147 U. S., 532; California Bank vs. Kennedy, 167 U. S., 366-7; and Wilson vs. North Carolina, 169 U. S., 595.

Unquestionably, a Federal question is raised and involved, and such Federal questions are:

1. The right of plaintiff in error to have the authority, judgment, and direction of the Comptroller as to the sale of the securities pledged and the terms of sale; and the denial thereof by the Supreme Court of Louisiana;

2. That, under Sec. 5234 of the United States Statutes, the Receiver, with or without the authority of the Comptroller, was not warranted or authorized to sell or proceed to have sold property or securities pledged to the bank, and was not competent to stand in judgment in such application;

3. That the Federal Courts had exclusive jurisdiction of such a proceeding, and the State Courts were without jurisdiction *ratione materia.*

HAS THE RECEIVER OF THE AMERICAN NATIONAL BANK THE RIGHT TO BRING A SUIT AND STAND IN JUDGMENT AS PLEDGEE AND HAVE THE PLEDGED PROPERTY SOLD WITHOUT BEING AUTHORIZED BY THE COMPTROLLER?

In a suit to enforce the liability of stockholders, in Kennedy vs. Gibson *et als.*, 8 Wallace, 505, this Court said:

"The Receiver is the instrument of the Comptroller. He is appointed by the Comptroller, and the power of appointment carries with it the power of removal. It is for the Comptroller to decide when it is necessary to institute proceedings against the stockholders and enforce their personal liability; and whether the whole or a part, and if only a part, how much, shall be collected. These questions are referred to his judgment and *discretion,*

and his determination is conclusive. Stockholders cannot controvert it. It is not to be questioned in any litigation that may ensue. He may make it at such time as he may deem proper and upon such data as shall be satisfactory to him. This action on his part is indispensable whenever the personal liability of the stockholder is sought to be enforced, and must precede the institution of suit by the Receiver. The fact must be distinctly averred in all such cases, and if put in issue, must be proved."

In the case of Bank vs. Kennedy, 17 Wallace, pp. 21 and 22, especially on page 22, this Court held: That receivers of national banks could bring suits to collect *ordinary debts* without the authorization of the Comptroller. But where the bringing of a suit or course of procedure involves a question of direction or judgment or of policy, averment and proof of direction and authorization are necessary. In suing to have a pledge recognized and pledged collaterals sold, the discretion and judgment of the executive officer of the government are necessary to be brought into action. Stocks pledged to a national bank or any other company or corporation are virtually, if not really, the properties of the pledgee to the amount of the pledge. There is at least a qualified ownership, or an ownership to the amount of the pledge. See National Bank vs. Case, 99 U. S. 631. Their sale and disposition was a question to be determined in the discretion and judgment of the Comptroller. The Comptroller, in the exercise of judgment and discretion, might have pursued a different policy, or line of procedure, might have concluded that it was not desirable to force a sale at public auction, and the probable sacrifice of the stocks pledged in the manner demanded in this proceeding or at the time that the proceeding was taken.

If these pledged collaterals are sold in this proceeding, and under a judgment in these proceedings, then assets of the American National Bank, to that extent, are sold and the proceeds brought into the fund for the creditors of the bank, the time and manner of sale determined without reference to the Comptroller, or the exercise of his judgment and discretion.

We can understand that in a case where it is purely and simply

a suit on an ordinary debt for the collection of the debt, as in the case of Bank vs. Kennedy, 17 Wallace, statement of facts of which will be found on page 20, the statutory authority given the receiver to collect the debts will be sufficient. But the Receiver in this case is not only exercising judgment and discretion as to whether these collaterals of the American National Bank shall be sold or disposed of at the time determined by him, but he is seeking to dispose of them out of the usual and ordinary course authorized in ordinary procedure, by an auctioneer, instead of a sale under execution and by the sheriff.

It might be that the securities pledged largely exceeded the debt in value, and that the sale of all the securities was unnecessary. It might be that they should be sold in the business or winter season, and not in the summer or vacation season, or during an epidemic or financial panic. The Receiver might ask for a cash sale; the Comptroller's judgment might be that a sale part cash and part on time, with good security, was the best course. Under Sec. 5234, U. S. Statutes, the Court fixes the terms of sale. If the applicant calls upon the Court and makes a showing as to what in his judgment are terms which will serve and protect the interests of the banking association and its creditors, the Court would give great weight to the judgment of the Comptroller.

In this connection, we would refer to the decree of the State Court, R. 197, and call attention to the fact that it fixes no terms whatever, whether the property be sold entirely or partly for cash, and provides for no appraisement, or whether the property should be sold for its appraised value, or to the highest bidder. There being no limitation or fixing of terms, the pledged securities, under the Louisiana Revised Statutes, Sec. 169, would go to the highest bidder, no matter what might be the sacrifice. The defunct bank could not bid—at all events, would not bid—unless under the direction of the Comptroller. The suspended bank would not be bound by any bid made by the Receiver, without authority from the Comptroller. Doubtless the Comptroller

would, in his judgment, decline to authorize a bid even to prevent a sacrifice, when by such a bid the banking association would become a stockholder in the Foundry Company, and liable to all the obligations of such a stockholder. National Bank vs. Case, 99 U. S. 631; California Bank vs. Kennedy, 169 U. S. 366. In any event, such questions should be considered and determined by the Comptroller. His judgment should determine when and on what terms the sale should be had; and he should consider and determine, in advance of making the application for a sale, whether there should be a limit or no limit, and whether the association should bid in order to prevent a sacrifice of the securities.

This is not an ordinary suit to collect an ordinary indebtedness, as in Bank vs. Kennedy, 17 Wall.

WAS THE RECEIVER COMPETENT TO STAND IN JUDGMENT AND ASK FOR THE SALE OF PLEDGED SECURITIES?

Sec. 5234 of the U. S. Statutes authorizes the sale of the real and personal property of the National Banking Association, and does not provide for nor authorize the selling of securities or property of others pledged to such association. The statutory authorization in Sec. 5234 reads:

"May sell all the real and personal property of said association, on such terms as the Court shall direct."

Therefore, if authority cannot be found in Section 5234 to justify the Receiver in securing an order of Court for the sale of the pledged securities, and to fix the terms of sale, or found in some other statute under the National Banking Laws, then the receiver is vested with no such authority under the laws of the United States. There is no such authority to be found in Section 5234, and none in that portion of the United States Statutes relating to national banks and their receivers. Consequently, the receiver was utterly without authority to proceed and have sold, on an order of Court, either State or Federal, the pledged securities, under and by virtue of any provision in Section 5234, or of the National Banking Laws. Being without such authority,

he cannot invoke the powers of the Court to order the sale and fix the terms thereof, as provided in Section 5234.

In re Earle, 92 Federal Reporter, 221, an application by the receiver of a national bank, under Section 5234, United States Revised Statutes, to sell certain certificates of stock which had been pledged to the bank, was made. The Court rejected the application, holding that that section applied to the sale of property of the bank, and not to the property pledged to the bank. We quote the syllabus:

"The Courts are not vested with any general supervisory or directing power over the liquidation of insolvent national banks, and cannot order or authorize a receiver to sell at private sale securities held by the bank as pledgee, which do not come within the authority given by Revised Statutes, Section 5234, to order the sale or compounding of bad or doubtful debts, or the sale of real or personal property of the association."

If the Receiver was without authority, under the statute, to apply and stand in judgment in an application to sell pledged securities of the banking association, even if there were inconsistent pleas, he could not acquire the capacity to stand in judgment by reason of any estoppel arising from the inconsistent pleading.

The proceeding of the Receiver to sell the securities, and incidentally to have the indebtedness fixed, was either under Section 5234, U. S. Statutes, or it was not. The Louisiana Supreme Court, in its opinion (R. 227-8) holds the proceeding under and authorized by Section 5234, and on R. 227, says:

"The Receiver here could not sell the collaterals in his hands without obtaining the order of a Court of competent jurisdiction, and this order must fix the terms of sale."

The object of this suit was to obtain such an order.

Again, R. 229, the Supreme Court of Louisiana said:

"He asks an order to sell. As incidental to his right to obtain this order, he must establish the indebtedness he claims, and he does so."

Consequently, we see that the proceeding was based on Section

5234 of the U. S. Statutes. If it had been based on the articles of the Louisiana Code, the sale would not have been at auction without limit, but the same formalities in all respects would have been observed as in ordinary cases (Louisiana Civil Code, Art. 3165), which means that the sale would have been under execution by the sheriff, after appraisement, and at not less than two-thirds of the appraisement.

Had the Federal Courts Exclusive Jurisdiction?

The Court will find, by reference to the petition of the receiver, R. 1-5, that it was the commercial firm of M. Schwartz & Co., in insolvency in the State Court, and not the Schwartz Foundry Co.; that the foundry stock and securities pledged were necessarily and as a matter of fact, in the possession and control of the Receiver of the American National Bank, and not of the syndics of M. Schwartz & Co., officers of the State Civil District Court. Therefore, the Receiver was not compelled to proceed in the Civil District Court because it had control and jurisdiction of the *res.*

If the State Courts were utterly without jurisdiction, it was their duty to dismiss the proceedings *ex proprio motu* and such is the jurisprudence of Louisiana. Where there is a want of jurisdiction *ratione materia,* it is not too late to suggest or raise it on rehearing or at any time.

Have the Federal Courts exclusive jurisdiction?

The paragraphs under Section 629, United States Revised Statutes, providing for jurisdiction of the United States Courts, paragraphs 3, 10 and 11, read as follows:

Par. 3: "Of all suits at common law, where the United States, or any officer thereof suing under the authority of any Act of Congress, are plaintiffs."

Par. 10: "Of all suits by or against any banking association established in the district for which the Court is held, under any law providing for national banking associations."

Par. 11: "Of all suits brought by (or against) any banking association established in the district for which the Court is held, under the provisions of title 'The National Banks,' to enjoin the Comptroller of the Currency, or any receiver acting under his direction, as provided by said title."

It has been held by the United States Courts that the receiver of a national bank is answerable to the U. S. Court, under paragraph 3, and that he has a right to sue in the U. S. Courts; and par. 3 has never been amended or repealed, and still stands as the law. Par. 10 has been repealed in so far as concerns any banking association; but the repealing act has the proviso that it shall not affect the U. S. Circuit Court in the liquidation of banks. The proviso reads:

"The provisions of this section shall not be held to affect the jurisdiction of the Courts of the United States in cases commenced by the United States by direction of any officer thereof, or cases for winding up the affairs of such bank." See Sec. 90, Desty's Fed. Proc., Vol. 1, 8th Ed.

The repealing act, with this proviso, is found in the Supplement to the U. S. Rev. Stat., 1874 to 1891, page 614, Chap. 866, Sec. 4, Act of Congress adopted Aug. 13, 1888. Now, the State Courts, under par. 10 and probably par. 3 of Sec. 629, had concurrent jurisdiction with the U. S. Courts; but the liquidation of banks being in the hands of the Comptroller of the United States, and as he has to account to the U. S. Circuit Court, the latter tribunal is charged with jurisdiction of the liquidation and administration of national banks. Unquestionably, the powers vested in the receiver under Sec. 5234 are powers of administration and liquidation, and jurisdiction over the acts of the receiver in such liquidation, and the granting of orders to the receiver, is properly lodged in the Federal Courts. Especially is this the case with reference to what are purely administrative powers, such as the sale of property, and the sale or compounding of debts. Otherwise, if the State and Federal Courts were both vested with jurisdiction, there would result a conflict in the various orders granted by the

different Courts, which would bring about confusion and disorder in the administration.

On the question of the jurisdiction of the U. S. Courts, and the effect of the repealing legislation on Sec. 629, U. S. Rev. Stat., and the paragraphs thereunder, we refer to:

Yardley vs. Dickson, 47 Fed. Rep. 635; Fisher vs. Yoder, 53 Fed. Rep., 565; Stephens vs. Bernays, (Dist. Court), 41 Fed. Rep., 401; Same vs. Same (Circuit Court), 44 Fed. Rep., 612.

Respectfully submitted,

HENRY L. LAZARUS,
J. N. LUCE,
Of Counsel for Plaintiff in Error.

No. 408.
OCT 8 1900
JAMES H. McKENNEY, Clerk
Brief of Richardson for D. E.
Filed Oct 8, 1900.

IN THE Supreme Court of the United States.

No. 408.

SUMPTER TURNER, SYNDIC OF M. SCHWARTZ & CO., PLAINTIFF IN ERROR,

versus

F. L. RICHARDSON, RECEIVER OF THE AMERICAN NATIONAL BANK, DEFENDANT IN ERROR.

On Writ of Error from Supreme Court, State of Louisiana.

BRIEF OF DEFENDANT IN ERROR ON MOTION TO DISMISS AND AFFIRM.

FRANK L. RICHARDSON,
FRANK SOULÉ,
of Counsel for Appellee,
for the purposes of these Motions.

NEW ORLEANS, Sept. 29th, 1900.

Palfrey-Dameron Co., L't'd, 304 Camp St., New Orleans, La.

3060

IN THE

Supreme Court of the United States.

No. 408.

SUMPTER TURNER, Syndic of M. Schwartz & Co., Plaintiff in Error,

versus

F. L. RICHARDSON, Receiver of the American National Bank, Defendant in Error.

On Writ of Error from Supreme Court, State of Louisiana.

BRIEF OF DEFENDANT IN ERROR ON MOTION TO DISMISS AND AFFIRM.

Statement.

The commercial firm of M. Schwartz & Co. of the City of New Orleans, La., was a debtor of the American National Bank of that City on the 5th day of August, 1896, in the sum of Eighty-eight Thousand Six Hundred Twenty and 16-100 Dollars for money loaned. Of this amount the sum of Seventy-four Thousand Forty-five and 16-100 Dollars was secured by pledge of eight hundred shares

of the capital stock of the Schwartz Foundry Company, Limited, of the par value of One Hundred Dollars each, a corporation doing a foundry and machinery business in the City of New Orleans, and other collateral of but little, if any value.

The Bank failed on that day, and F. L. Richardson, defendant in error, was appointed receiver by the Comptroller of the Currency.

M. Schwartz & Co., a few days thereafter made a surrender of their property under the Louisiana State insolvency laws in the State Court, and at a meeting of their creditors called to accept the surrender and elect a syndic, Sumpter Turner and Ed. Weil were elected syndics. Weil having subsequently died, S. Turner, plaintiff in error, now before the Court, became, by agreement of parties, sole syndic of the insolvent estate of M. Schwartz & Co.

The stock of this Foundry Co. was then under the control of the Civil District Court of the parish of Orleans, Division "E," through its Syndic, Sumpter Turner, and was subject to the possession and pledge made to the American National Bank, whose rights were transferred to the Receiver, plaintiff in error.

The Receiver applied to the Civil District Court, Division "E," which had exclusive jurisdiction over the insolvent proceedings of M. Schwartz & Company vs. Their Creditors, to have his claim recognized and his rights as pledgee under a verbal agreement of pledge accompanied by delivery, enforced by a sale of the thing pledged and the proceeds applied to the payment of his claim.

Judgment was rendered in his favor as applied for and on appeal to the Supreme Court of the State it was affirmed (see judgment reported in 52 An., page 1613.) A writ of error was then taken to this Court and granted by one of the Honorable Justices of this Court.

The following Assignment of Errors was made, viz:

"The plaintiff in error, Sumpter Turner, Syndic of the insolvent firm of M. Schwartz & Co., in connection with his petition for a writ of error herein, makes the following assignment of errors which he avers is contained in the final decision, judgment, and decree of the Supreme Court of the State of Louisiana:

FIRST.

"That under Sec. 5234 of the United States Statutes and its provisions, relating to national banks, plaintiff in error, owner of the pledged securities which were declared upon and the sale of which was asked in the suit of F. L. Richardson, Receiver of the American National Bank vs. Sumpter Turner and Edward Weil, Syndics of M. Schwartz & Co., in the State courts of Louisiana, is entitled to the right and privilege of having the application to sell such securities, the sale thereof and the time and manner of the sale, under the direction and authority of the Comptroller of the Currency; that plaintiff in error, in the Supreme Court of Louisiana, by his assignment of errors and as shown by the records in said proceeding, claimed and set up that he was entitled to privilege and right of having the Comptroller of the Currency direct and authorize the application to sell, having the sale ordered, and the manner, terms and time of said sale, and of having the sanction and seal of the approval, judgment and discretion of said Comptroller, under said Sec. 5234 of the United States Statutes and its provisions; and set up and assigned that he had the right and was entitled to the immunity or relief of having the application for the sale of the securities rejected, for the reason that the sale of pledged securities was not authorized under Sec. 5234 of the United States Statutes, such Statute applying only to the sale of property belonging to the Bank, and that the Receiver was incompetent to stand in judgment in said proceeding; and

that the judgment of the Supreme Court of Louisiana was adverse to the right and privilege of plaintiff in error to have the Comptroller of the Currency authorize and direct the sale of said securities, and to give such application to sell, and the sale and the time and the manner thereof, the sanction of his discretion, judgment and authority, under and by virtue of Sec. 5234 of the United States Statutes and its provisions—a right and privilege to which plaintiff was entitled; and that the said Supreme Court of Louisiana held and decreed that the said Receiver could make the application to sell and could sell the securities, under and by virtue of Sec. 5234 of the United States Statutes and its provisions, without the discretion and authority of the Comptroller of the Currency, and further held and decreed that said Receiver was competent to stand in judgment in said proceeding; and that said final judgment of the Supreme Court of Louisiana is an erroneous construction of Sec. 5234 of the United States Statutes, and is violative of said Statute and its provisions."

SECOND.

That under the settled jurisprudence of the Supreme Court of Louisiana, the highest court in said State, the said Court and all the courts of Louisiana will notice their want of jurisdiction *ratione materia* either *ex proprio motu*, or on its being called to the Court's attention, and the Court, when without jurisdiction *ratione materia*, will dismiss and set aside the proceedings or judgment;

"That in his brief for rehearing in said cause, defendant and plaintiff in error argued and urged that jurisdiction over and affecting the liquidation of National Banks, was vested exclusively in the United States Circuit Courts and the Federal Courts, and that the State Courts were without jurisdiction in the said cause, to grant and order the sale authorized under Sec. 5234 of the United States Statutes and its provisions, said defendant and plaintiff in

error, citing paragraphs 3, 10 and 11 of Sec. 629 of the United States Statutes, and the proviso of Sec. 4 of the Act of Congress adopted August 13th, 1888; that said paragraphs and said proviso vested the courts of the United States with exclusive jurisdiction in cases commenced by the United States by direction of any officer thereof, or cases for winding up the affairs of such (National) Banks;

"That the want of jurisdiction *ratione materia* was shown by the pleadings and the record; that defendant and plaintiff in error was entitled to the right, privilege or immunity of having a court of competent jurisdiction pass upon and determine the application to sell, the sale and the manner, terms and time thereof; and that the Supreme Court of Louisiana, in its final decision refusing the rehearing and sustaining its own jurisdiction and that of the State Courts, necessarily and in effect decided adversely to the right of plaintiff in error to have said proceeding and judgment dismissed and set aside for want of jurisdiction *ratione materia* in the State Courts, and to have said matter and controversy determined by the Federal Courts, courts of competent jurisdiction, and was violative of the Act of Congress adopted August 13th, 1888, and the proviso above mentioned.

"That the Supreme Court of the State of Louisiana erred in holding and decreeing in its final judgment:

"1. That the defendant and plaintiff in error was not entitled to the right and privilege, under Sec. 5234 of the United States Statutes and its provisions, to have the direction and authority of the Comptroller of the Currency for the application to sell such securities, the sale and the time, manner and terms thereof;

"2. That defendant and plaintiff in error was not entitled to have the proceedings for the sale instituted and prosecuted by a person competent to stand in judgment,

and that the Receiver was competent to make such application to sell and to prosecute the same and stand in judgment.

"3. In holding that the Supreme Court of Louisiana and the State courts had jurisdiction *ratione materia*, and in denying the exclusive jurisdiction of the United States Courts.

"4. That the Court erred in not setting aside the judgment of the lower State court, and rejecting the demand of the defendant in error, on these grounds;

"That the Supreme Court of Louisiana is the highest court in said State in which a decision of the aforesaid suit and controversy could be had.

"That the error in said final judgment and decree of the Supreme Court of Louisiana, and the proceedings anterior thereto are those specially set out and enumerated above, and they entitle plaintiff in error to a reversal of said final decree and judgment of the Supreme Court of Louisiana, and a rejection by this Court of the demands of the Receiver of the American National Bank.

"Wherefore, plaintiff in error prays that the judgment of said Supreme Court of the State of Louisiana be reversed, and that such directions may be given that full force and efficacy may enure to plaintiff in error by reason of his defenses set up and urged in said cause."

LAW OF THE CASE.

The first part of the assignment of error is that the Receiver was without authority from the Comptroller to bring this suit; that the plaintiff in error "is entitled to the right and privilege of having the application to sell such securities, the sale thereof, and the time and manner of the sale, under the direction and authority of the Comptroller of the Currency."

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This precise question was presented in the case of Bank vs. Kennedy, 17 Wallace 21, where this Court said, Mr. Justice Bradley delivering the opinion: "The first and second errors assigned are that the plaintiff, who is a Receiver, appointed by the Comptroller of the Currency under the fiftieth section of the National Banking Law, is not entitled to bring suit without the authority or direction of the said Comptroller, which is not alleged or shown in this case; and that the action cannot be maintained by the Receiver in his own name as such."

"These objections are based upon the language of the act referred to, as well as the general nature of the Receiver's office. The Statute enacts:"

"That on becoming satisfied, as specified in this act, that any association has refused to pay its circulating notes as therein mentioned, and is in default, the Comptroller of the Currency may forthwith appoint a receiver, and require of him such bond and security as he shall deem proper, who, under the direction of the Comptroller, shall take possession of the books, records and assets of every description of such association, collect all debts, dues and claims belonging to such association, and upon the order of a court of competent jurisdiction, may sell or compound all bad or doubtful debts and, on a like order, sell all the real and personal property of such association, on such terms as the Court shall direct, and may, if necessary to pay the debts of such association, enforce the individual liability of the stockholders provided for by the twelfth section of this act; and such receiver shall pay over all money so made to the Treasurer of the United States, subject to the order of the Comptroller," etc.

"We have already decided in the case of this very receiver that he may bring suit in his own name or use the name of the association. The subject was also lately discussed in the case of the Bank of Bethel vs. The

Pahquioque Bank, and the same views were held, the action being brought against the insolvent bank. This disposes of the question as to the legal right of the receiver to sue."

"It remains, therefore, to determine whether it is necessary for the receiver, before bringing suit in an ordinary case of a debt or claim due the bank, to have the order of the Comptroller for that purpose. In the case already referred to the receiver had instituted a suit in equity against some of the stockholders of the bank for the purpose of charging them with the personal liability prescribed by the twelfth section of the act; and we held that he had no right to do this without the Comptroller's direction. But it will be perceived that that was a very special case, out of the ordinary course, and one which involved an important consideration of the policy to be pursued. Stockholders are not ordinary debtors of the bank, but are rather in the light of creditors, their stock being regarded as a liability. They are entitled to all the surplus that remains, if any should remain, after the payment of the debts. They are only conditionally liable for those debts after all the ordinary resources of the bank have been exhausted, and they ought not to be prosecuted without due regard to the circumstances of the case. The determination on the part of those charged with winding up the affairs of the bank to resort to this ultimate remedy, requires the exercise of due consideration; and a receiver ought not to take it upon himself to decide so important a question without reference to the Comptroller, under whose direction he acts. Although it is his duty to collect the assets of the institution he does not distribute them, and cannot ordinarily know, without reference to the Comptroller, whether a prosecution of the stockholders will be necessary or not. Hence, our decision in the case of Kennedy vs. Gibson cannot fairly be quoted for the govern-

ment of a case like the present, which is a suit to recover an ordinary debt."

"The language of the statute authorizing the appointment of a receiver to act under the direction of the Comptroller means no more than that the receiver shall be subject to the direction of the Comptroller. It does not mean that he shall do no act without special instructions. His very appointment makes it his duty to collect the assets and debts of the association. With regard to ordinary assets and debts no special direction is needed, no unusual exercise of judgment is required. They are to be collected, of course; that is what the receiver is appointed to do. We think there was no error in the decision of the court below on these points, and that the action was properly brought by the receiver."

SECOND PART OF FIRST ASSIGNMENT.

While counsel for plaintiff in error assigns for error this want of authority, he at the same time sets up that if this authority had been given the Receiver could not have brought these proceedings for the reason that "the sale of pledged securities was not authorized under Sec. 5234 of the U. S. Statutes, such Statute applying only to the sale of property belonging to the Bank, and the Receiver was incompetent to stand in judgment in such proceeding."

The position is contradictory.

If the Comptroller of the Currency is without authority to authorize the Receiver to bring suit to enforce the collection of a claim secured by pledge under Sec. 5234, U. S. R. S., the plaintiff in error cannot complain that his authority was not given under that section. If he claims that his authority should be given, he is estopped from setting up his want of authority under that section unless he avers and proves that he was led into error by defendant in error, which he has not attempted to do.

In Daniels vs. Tierney, 102 U. S. 415, where one claimed the benefit of a State ordinance, he was subsequently "estopped from setting up that, by reason of anything contained in the ordinance, the bond is invalid."

In Railroad Co. vs. McCarthy, 96 U. S. 258, in delivering the opinion of the Court, Mr. Justice Swayne says: "Where a party gives a reason for his conduct and decision touching anything involved in a controversy he cannot after the litigation has begun, change his ground, and put his conduct upon another and different consideration. He is not permitted to mend his hold."

If, however, this right should be considered, an inspection of the petition upon which the Receiver brought his action will show that this was not simply an application for an order to sell pledged securities, but it was a suit to fix the amount of a disputed claim by judgment to have determined by it that there was a verbal pledge and that these securities, consisting of the Schwartz Foundry Company stock and others, were the securities given in pledge and granting the right to have them sold under the provisions of Art. 3165, Civil Code of Louisiana, reading as follows: "The creditor can not, in case of failure of payment, dispose of the pledge, but when there have been pledges of stock, bonds or other property for the payment of any debt or obligation, it shall be necessary, before such stocks, bonds or other property so pledged shall be sold for the payment of the debts for which such pledge was made, that the holder of such pledge be compelled to obtain a judgment in the ordinary course of law, and the same formalities in all respects shall be observed in the sale of property so pledged as in ordinary cases; but in all pledges of movable property, or rights, or credits, stocks, bonds or other movable property, it shall be lawful for the pledger to authorize the sale or other disposition of the property pledged in such manner as may be agreed upon by

the parties without the intervention of courts of justice, provided that all existing pledges shall remain in force and be subject to the provisions of this act."

"Any clause which should authorize the creditor to appropriate the pledge to himself, or dispose thereof without the aforesaid formalities, shall be null."

SECOND.

This assignment of error is the want of jurisdiction of the State Court "to grant and order the sale, authorized under Sec. 5234 of the U. S. Statutes and its provisions," and that the Federal Courts are vested "with exclusive jurisdiction in cases commenced by the United States by direction of any officer thereof, or cases for winding up the affairs of such National Banks."

When the debtor, M. Schwartz & Co., made a surrender of its property under the State insolvent laws prior to the adoption of the present U. S. Bankrupt Laws, a Syndic was appointed, and the State Court took exclusive control of the rights of the insolvent through its Syndic. Its right of control was complete, subject to the right of pledge held by the Receiver. The Federal Court was as much without jurisdiction over controversies over property under control of the State Court as the State Court would be over property in the possession of a Receiver appointed by a United States Court. In Schroeder vs. Nicholson, 2nd Louisiana 351, the Supreme Court of Louisiana had this question of jurisdiction before it and through Mr. Justice Porter, held: "By the laws of Louisiana, where an insolvent debtor makes a cession of his goods to his creditors and they accept it, there is a transfer of his property; it ceases to be his and becomes theirs. We are unable to distinguish between change of ownership, and any other which may be made under the laws of the State, by the common forms of alienation. And if a judgment, obtained in a court of the United

States, posterior to that transfer, can reach back and avoid it, it must have the same power with regard to every other conveyance. This principle appears to us to strike at the sovereignty of the State, on a matter of the most vital importance to her, and in relation to which we did not suppose her supremacy was doubted. She certainly has a right to regulate property within her limits, and to say how, when and on what conditions it shall cease to belong to one person, and be transferred to another."

In Winchester vs. Heiskell, 119 U. S. 453, it was set up that under 711 R. S., the U. S. Courts had exclusive jurisdiction "of all matters and proceedings in bankruptcy," and an immunity was claimed by the appellants under that Statute from the operation of the decree of the State Court on their rights, because that Statute made the jurisdiction of the courts of the United States exclusive in such cases. "We thus have jurisdiction, but as the decision of the State Court upon this question was clearly right, we do not care to hear further argument. The assignee in bankruptcy appeared in the State Court and litigated his rights there. This he had authority to do, and the judgment in such an action is binding on him. This we have many times decided. Mays vs. Fritton, 20 Wall. 414; Doe vs. Childress, 21 Wall. 642, 647; Scott vs. Kelly, 22 Wall. 57; Eyster vs. Gaff, 91 U. S. 521; Burbank vs. Bigelow, 92 U. S. 179, 182; Jerome vs. McCarter, 94 U. S. 734, 737; McHenry vs. La Societe Francaise, 95 U. S. 58; Davis vs. Friedlander, 104 U. S. 570."

"The question here is not whether that decree thus rendered binds these appellants, but whether the State Court had jurisdiction so as to bind those who were parties to the suit, and those whom the parties in law represented."

"The motion to dismiss is denied, and that to affirm granted."

The claim that a federal question was raised in this cause appears to have been an after thought. No where in the pleadings was there any such question raised or discussed, and the decision of the Supreme Court of the State was rendered against the plaintiff in error on the ground that the testimony showed that the Receiver was entitled to a judgment for the amount claimed with lien and privilege on the property pledged.

Upon an application for a rehearing it was stated for the first time that the decision of this case contained a federal question, that is, the jurisdiction of the State Court over the insolvent proceedings of Schwartz & Co., and it was then claimed for the first time that the Federal Court had exclusive jurisdiction over all questions connected with the liquidation of a National Bank.

In the case of Pim vs. St. Louis, p. 273, 165 U. S., in an action for the recovery of certain real estate in the City of St. Louis, where a claim was made by the plaintiff in error that she was deprived of her property without due process of law, the Court said upon inspecting the record: "We find that no federal right was set up or claimed, in any form, until after the final decision of the case by the Supreme Court of Missouri, and then by a petition for rehearing. That petition was overruled by that Court without any determination of the alleged federal question, indeed without any allusion to it. The claim of the federal right came too late, so far as the revisory power of this Court is concerned." And the writ of error in this suit was dismissed for want of jurisdiction.

An inspection of the decision of the State Supreme Court reported in 52 An., p. 1613, will show that no claim of want of jurisdiction was made or ever passed upon by that Court, and the position of defendant in error is similar to the defendant in the case above cited.

This tribunal has many times ruled to the same effect. We may cite that of the case of Peale vs. Phipps, 14 Howard 368, where in a controversy in regard to the two Statutes of the State of Mississippi, one passed in 1843 and the other in 1846, providing that, "where the charter of a bank shall be declared forfeited, a trustee shall be appointed to take possession of its effects, and commissioners appointed to audit accounts against it, and where these steps have been taken and the commissioners have refused to allow a certain account, the Circuit Court of the United States had no right to entertain a bill filed by the creditors to compel the trustee to pay the rejected account." There was want of jurisdiction.

Again in the case of Walker vs. Flint, 7 Fed. Rep. 435, it was held: "A Federal Court will neither interfere with the property in the lawful custody of the State Court nor tolerate interference by a State Court with property in its custody."

It is clear and beyond controversy that the questions now raised by the plaintiff in error have been many times decided by this Court adversely to him and the writ of error should be dismissed.

The question of jurisdiction has been so clearly and distinctly and so many times decided by this Court, that it may be of interest to examine the grounds on which this assignment of error is founded.

This appears in plaintiff's brief for rehearing only, and he refers to paragraph 3, Sec. 629 of the U. S. Rev. S., providing for jurisdiction in the U. S. Court: "Of all suits at common law where the United States or any officer thereof sueing under authority of any Act of Congress are plaintiffs;" and the only authorities cited in that brief to sustain the petition are the cases of Yardley vs. Dickson, 47 Fed. Rep. 835.

Fisher vs. Yorder, 53 Fed. Rep. 555.

Stevens vs. Burney Dist. Ct., 41st Fed. Rep. 401.

Stevens vs. Burney Dist. Ct., 44th Fed. Rep. 642.

A reference to the first named case will show a decision of two lines, reading: "We have considered the question of jurisdiction in the above cause and are satisfied that the Court has jurisdiction."

The head note of the second reported case reads: "The Federal Courts have jurisdiction over all suits by Receivers of National Banks to collect assets thereof without regard to citizenship of the plaintiff."

The remaining cases are similar to those quoted.

None of these cases apply to the question at issue, viz: whether a Receiver of a National Bank may intervene in an insolvency proceeding in a State Court, in which is vested the right of ownership in the property pledged and obtain a judgment recognizing his rights under his pledge, and authorizing him to take the necessary steps to realize upon the property pledged by the insolvents.

Because this right of ownership was vested in the Syndic, the officer of the State Court, it became necessary for the Receiver to enter that Court in order to have his rights as pledgee determined. No other court could determine these rights, and although plaintiff in error terms these proceedings as simply an application for an order to sell, he falls into a grave error in doing so. The Supreme Court of the State in its opinion rendered by Mr. Justice Blanchard, in this cause, at 52 An. p. 1618, Pamphlet No. 8, says:

"The Receiver was entitled to take action at any time, the claim of his principal being due to realize on the pledged stocks and bonds. He could not be expected to make parties to his suit, to obtain the order to sell, all the creditors of M. Schwartz & Co. He was not obliged to litigate with them his right to obtain such order. His suit is not even one to establish a pledge

claimed. He tells the Court the insolvent firm of M. Schwartz & Co. owes him, in his official capacity, an indebtedness, and to secure it he has in pledge certain stocks and bonds which he wants to sell in order to realize payment of the indebtedness. He asks an order to sell. As incidental to his right to obtain this order he must establish the indebtedness he claims, and he does so. Were Schwartz & Co. not commercially dead, were they still a going concern and not in the insolvent court, the Receiver would proceed against them as parties defendant in this suit to obtain the order to sell. But since they are insolvent and their affairs in the hands of Syndics appointed to administer the same, it is obvious that the legal representative of the insolvent estate, the Syndics, are properly made parties defendant in this action to obtain the order to sell the property pledged. They have an interest to represent—the eventual right to the residuum. As we have seen, they could, themselves, sue to enforce the ascertainment and realization of this residuum. They could be parties plaintiff, yet we are told they may not be parties defendant. This is met by the express terms of the law which authorizes a syndic to sue and be sued in everything which respects the rights and actions pertaining to the insolvent debtor." R. S. 1811.

We therefore respectfully submit that we have shown that there was no error in the judgment of the State court in holding:

1st. That the Receiver of the American National Bank did not require the authority of the Comptroller of the Currency in order to bring suit to fix the amount due; to have his pledge recognized; and to cause to be sold under the pledge the securities in his possession.

2d. That the Receiver was authorized under Sec. 5234 of the U. S. Statutes to bring these proceedings, and

the matter has been determined heretofore by this Court by the authorities above cited.

3d. That the Civil District Court of the State of Louisiana, in which the insolvency proceedings against M. Schwartz & Co. were pending and which had possession of all the assets of the insolvent, subject to the pledge of the property in the possession of the Receiver, defendant in error, had jurisdiction to hear and decide the application brought by the Receiver.

We submit this question has been heretofore determined by this Court as appears by the authorities above cited, and it is obvious that the writ of error herein taken was for delay, and this writ should be dismissed or the decree of the State Court affirmed.

Respectfully submitted,

FRANK L. RICHARDSON,

FRANK SOULÉ,

of Counsel for Appellee,
for the purposes of these Motions.

NEW ORLEANS, Sept. 29th, 1900.

Supreme Court of the United States.

No. 408.—October Term, 1900.

Sumpter Turner, Syndic of M. Schwartz & Company, Plaintiff in Error, *vs.* F. L. Richardson, Receiver of the American National Bank.	In error to the Supreme Court of the State of Louisiana.

[January 7, 1901.]

Mr. Justice McKenna delivered the opinion of the Court.

The commercial firm of M. Schwartz & Company of the city of New Orleans was indebted to the American National Bank of that city on the 5th of August, 1896, in the sum of $88,600.16. To secure this indebtedness certain shares of the Schwartz Foundry Company and other securities were pledged to the bank.

Schwartz & Company became insolvent, and after proper proceedings in the civil district court of the parish of Orleans, Sumpter Turner and Edward Weil were elected syndics of the firm and of the individual members thereof. Weil subsequently died and Turner was elected sole syndic, and is plaintiff in error here.

The bank also failed, and F. S. Richardson was appointed receiver by the Comptroller of the Currency. He attended the meeting of the creditors of the insolvent firm, proved the claim of the bank, voted to accept the cession and for the appointment of the syndics. Subsequently he applied to the civil district court to have the claim recognized and his rights as pledgee enforced by a sale of the securities pledged and the proceeds applied to the payment of the claim. Exceptions to his petition were filed and overruled, and an answer was then filed. The case was tried and judgment rendered in favor of the receiver for $74,045.16, being the greater part of the claim, and the securities pledged were ordered to be sold and the proceeds applied to the payment of the indebtedness adjudged. A suspensive appeal was taken to the Supreme Court of Louisiana and the judgment was affirmed. (52 La. Ann. 1613.) This writ of error was then sued out.

One of the assignments of error in the State Supreme Court was as follows:

"That it is not averred nor proved by plaintiff, nor does the record show the averment and proof, that the receiver of the American National Bank was authorized to sue and stand in judgment herein, nor that the receiver

was authorized to have sold the collaterals set up as pledged at public auction in the manner demanded by the receiver or ordered by the court; that without the direction and authorization required under section 5234 of the United States Revised Statutes the receiver was incompetent to stand in judgment herein and to have sold or to cause to be sold the stocks, bonds and securities belonging to or pledged to the American National Bank, and that therefore his demand for a judgment for the amount claimed, with recognition of a pledge, and his demand to have the alleged pledged collaterals sold, should be rejected at his costs."

In his brief for rehearing filed in the Supreme Court of the State plaintiff in error urged "that the jurisdiction over and affecting the liquidation of national banks was vested exclusively in the United States Circuit Courts and the Federal courts, and that the State courts were without jurisdiction, in the said cause, to grant and order the sale authorized under section 5234 of the United States statutes and its provisions, said defendant and plaintiff in error citing paragraphs 3, 10 and 11 of sec. 629 of the United States statutes, and the proviso of sec. 4 of the act of Congress, adopted August 13, 1888; that said paragraphs and said proviso vested the courts of the United States with exclusive jurisdiction in cases commenced by the United States by direction of any officer thereof, or cases for winding up the affairs of such (national) banks."

It is assigned as error here that the Supreme Court of Louisiana erred in holding—

"1. That the defendant and plaintiff in error was not entitled to the right and privilege, under sec. 5234 of the United States statutes and its provisions, to have the direction and authority of the Comptroller of the Currency for the application to sell such securities, the sale, and the time, manner, and terms thereof;

"2. That defendant and plaintiff in error was not entitled to have the proceedings for the sale instituted and prosecuted by a person competent to stand in judgment, and that the receiver was competent to make such application to sell and to prosecute the same and stand in judgment;

"3. In holding that the Supreme Court of Louisiana and the State courts had jurisdiction *ratione materia*, and in denying the exclusive jurisdiction of the United States courts;

"4. That the court further erred in not setting aside the judgment of the lower State court and rejecting the demand of the defendant in error."

The claim presented in the trial court and in the Supreme Court, as expressed by the latter, was "that it was necessary for the receiver to aver and prove he was authorized by the Comptroller of the Currency, United States Treasury Department, to institute the present action and to sell at public auction the collaterals pledged to secure the indebtedness declared on, and that without this authorization the judgment recovered cannot stand."

On that contention both courts passed. It was discussed at length by the Supreme Court, and was held to have "no sufficient basis of fact to rest

upon." This conclusion was based on the ruling in *Bank* v. *Kennedy*, (17 Wall. 19.) We think it was correctly based on that decision.

Section 5234 of the Revised Statutes enacts:

"That on becoming satisfied, as specified in this act, that any association has refused to pay its circulating notes as therein mentioned, and is in default, the Comptroller of the Currency may forthwith appoint a *receiver*, and require of him such bond and security as he shall deem proper, who, *under the direction of the Comptroller*, shall take possession of the books, records and assets of every description of such association, *collect all debts, dues and claims belonging to such association*, and, upon the order of a court of competent jurisdiction, may sell or compound all bad or doubtful debts, and, on a like order, sell all the real and personal property of such association, and such terms as the court shall direct; and may, if necessary to pay the debts of such association, enforce the individual liability of the stockholders provided for by the twelfth section of this act; and such receiver shall pay over all money so made to the Treasurer of the United States, subject to the order of the Comptroller," &c.

This section was construed in *Bank* v. *Kennedy*, and Mr. Justice Bradley, speaking for the court, after distinguishing between stockholders and ordinary debtors of the national bank, which was the ground of decision in *Kennedy* v. *Gibson*, (8 Wall. 506,) said:

"The language of the statute authorizing the appointment of a receiver to act *under the direction of the Comptroller* means no more than that the receiver shall be *subject* to the direction of the Comptroller. It does not mean that he shall do no act without special instructions. His very appointment makes it his duty to collect the assets and debts of the association. With regard to ordinary assets and debts no special direction is needed; no unusual exercise of judgment is required. They are to be collected of course; that is what the receiver is appointed to do. We think there was no error in the decision of the court below on these points, and that the action was properly brought by the receiver."

Expressing what it was necessary for the receiver to do to collect the assets of the bank, the Supreme Court of Louisiana said:

"The receiver here could not sell the collaterals in his hands without obtaining the order of a court of competent jurisdiction, and this order must fix the terms of the sale.

"The object of this suit was to obtain such an order. The civil district court of the parish of Orleans is a court competent to grant the order. It did so."

The other point now made, to wit, that the State courts had no jurisdiction of the petition of the receiver because under paragraphs 3, 10 and 11 of section 629, and the proviso of section 4 of the act of Congress adopted August 13, 1888, the courts of the United States had exclusive jurisdiction, was not made in the trial court nor in the Supreme Court at the original hearing. It was made for the first time in the brief filed for rehearing. To maintain its availability to plaintiff in error it is claimed

that "if the State courts were utterly without jurisdiction, it was their duty to dismiss the proceedings *ex proprio motu*, and such is the jurisprudence of Louisiana. Where there is a want of jurisdiction *ratione materia*, it is not too late to suggest or raise it on rehearing or at any time."

Whether such was the duty of the State courts and what questions could be suggested or raised on rehearing, the Supreme Court was undoubtedly competent and able to decide. For this court we need only say that we have decided too often to make it necessary to do more than announce the rule, that to render a Federal question available on writ of error from a State court it must have been raised in the case before judgment, and cannot be claimed for the first time in a petition for rehearing. (*Myers* v. *Richmond*, 172 U. S. 82, 92 and cases cited.)

As there is no error in the record, judgment is

Affirmed.

Mr. Justice BROWN took no part in this decision.

True copy.

Test:

Clerk Supreme Court, U. S.